



Acceptable Use Policy (AUP)

Wi-Manx's aim is to provide Internet and VoIP services to all our customers and allow them to experience the freedom of the Internet.

Both you and Wi-Manx have legal and other responsibilities that must be adhered to in pursuit of this freedom, in addition to complying with any national and International laws.

This AUP sets out the conduct expected of all Wi-Manx customers and outlines technical and capacity usage guidelines for our services to make sure users have access to a quality Internet service.

Please check this AUP regularly for any updates.

This AUP is in addition to our standard Terms and Conditions.

If you are a user of our VoIP services – particular attention is brought to points 8.1 - 8.3 and 8.13 - 8.15

1. Unlawful Activities

- 1.1. When using any of the Wi-Manx services you must obide by the laws applicable in the UK and the Isle of Man and not commit to contribute to any offence being carried out. This includes
- 1.2. Publishing, distributing, circulating or otherwise propagating any material which may be deemed illegal, abusive, offensive, anti-social, racial, distressing, harmful or threatening
- 1.3. Infringing the rights of others including privacy and copyright
- 1.4. Intentionally causing a reduction in performance or functionality of any computer or network facilities

2. E-Mail

- 2.1. You must not;
 - 2.1.1. Send e-mails that cause distress, anxiety or harm to aother person that may constitute a criminal offence
 - 2.1.2. Knowingly send or receive e-mails that contain abusive, illegal or offensive content
 - 2.1.3. Send e-mails that directly affect the performance or functionality of any computer or network facility
 - 2.1.4. Send unsolicited or 'SPAM' e-mails
 - 2.1.5. Subscribe another person to a mailing list without their approval
 - 2.1.6. Attempt to conceal, 'spoof' or impersonate someone else's identity
 - 2.1.7. Any e-mails that you receive on Wi-Manx servers that haven't been downloaded after 90 days may be deleted. Users of our e-mail services are subject to a mailbox quota. Any e-mails may be deleted when the user exceeds this quota.
 - 2.1.8. It is the customers' responsibility to backup their e-mails. Wi-Manx will not be held responsible for any loss of data or e-mail functionality.

3. Webpace

- 3.1. Each residential ADSL customer has access to 100MB of free web-space hosted on our servers.
- 3.2. Your web-space hosted with Wi-Manx must not contain;
 - 3.2.1. Content that is illegal, defamatory or content that may be abusive or harmful to others
 - 3.2.2. Content that infringes thirdy party intellectual property rights
 - 3.2.3. Software that may be used to distribute virues, spam or applications that may cause harm to computers and network systems.
- 3.3. Your web-space must not be capable of permitting you to;

- 3.3.1. Impersonate
- 3.3.2. Pass yourself off as connected with or;
- 3.3.3. Utilise in any way a trade mark belonging to someone else or another organisation
- 3.4. You may not operate or link to a website that operates a premium rate telephone service.
- 3.5. If your website generates an abnormal amount of traffic (as deemed by Wi-Manx), Wi-Manx may investigate and decide whether the terms of this AUP appear to be breached and take appropriate action.
- 3.6. You are responsible for retaining copies and backups of your own data. Wi-Manx will not be held responsible for any loss of data.
- 3.7. Wi-Manx may require that any content or links contained on your web-space be removed if we consider them to be in breach of our AUP or Terms and Conditions.
- 3.8. If you exceed the 100MB quota, you will be asked to remove files. Failure to remove files and reduce disk space will result in the service being deactivated.
- 3.9. Wi-Manx does not support Active scripting languages such as PHP, ASP, ASP.NET etc.
- 3.10. Wi-Manx does not recommend the web-space is used for hosting commercial websites

4. Chat, Instant Messaging (IM), forums and newsgroups

- 4.1. When using chat, IM, forums or newsgroups you must not
 - 4.1.1. Send messages that cause distress, anxiety or harm to another person that may constitute a criminal offence
 - 4.1.2. Knowingly send or receive messages that contain abusive, illegal or offensive content
 - 4.1.3. Send messages that are inappropriate for the topic
 - 4.1.4. Send mass messages or mass invites
 - 4.1.5. Post messages that knowingly infringe third party intellectual property rights or otherwise violate the rights of a third party
 - 4.1.6. Attempt to conceal, 'spoof' or impersonate someone else's identity
 - 4.1.7. 'Spam' multiple forums or newsgroups (identical posting)
 - 4.1.8. You must not engage in unsolicited advertising in chat rooms, forums or newsgroups
- 4.2. When using forums, IM, chat and newsgroups;
 - 4.2.1. Do not post personal information into public channels or forums
 - 4.2.2. Do not give your password, bank or credit-card information to anyone
- 4.3. General forums guidelines;
 - 4.3.1. Do not hijack a thread repeatedly trying to draw member's attention to another website, forums or newsgroup
 - 4.3.2. Do not post unsolicited bulk postings or SPAM
 - 4.3.3. Do not try to continue a thread that has previously been deleted or disabled by Wi-Manx staff
- 4.4. Wi-Manx reserve the right to terminate your membership or access to\from forum\newsgroups operated by Wi-Manx

5. Use of service

- 5.1. For all services;
 - 5.1.1. Do not disclose your username, password, encryption keys to anyone. You are responsible for the security of this information
 - 5.1.2. Wi-Manx may require you change your username, password or e-mail address
 - 5.1.3. You must be 18 or older to be a Wi-Manx customer. Sub-users under this age must have permission from the account holder in order to use the services.

6. Security

- 6.1. You are responsible for the set-up and security of your router, computer, servers and network
- 6.2. Wi-Manx recommend that all customers protect their PC with up to date antivirus software and a personal firewall
- 6.3. Wi-Manx are not responsible for any security breach on your network caused or related to your Internet connection
- 6.4. Wi-Manx reserve the right to suspend or terminate your Internet connection if your system or network is deemed to be a threat to our network, our customer networks or the Internet

- 6.5. Wi-Manx is not responsible for the security of your wireless (Wi-Fi) network

7. General Abuse

- 7.1. You must not run port-scanning software on the Wi-Manx network
- 7.2. You must not try to gain unauthorised access to any computer system or computer network
- 7.3. You must not undertake any activity that may have an adverse effect on the Wi-Manx network, other customer networks or the Internet
- 7.4. You must not knowingly distribute *malware* including but limited to Trojans, Viruses and other spyware type applications

8. Voice over IP (VoIP) Telephony Service

- 8.1. The Wi-Manx VoIP Telephony service is offered as a value added service. By using the telephony service you agree to the following;
 - 8.1.1. **The service cannot and should not be used to contact the emergency services (999\112)**
 - 8.1.2. **The service will not function if your broadband service is lost.**
 - 8.1.3. **The service will not function in the event of loss of power at your premises.**
 - 8.1.4. The service may not offer all the features you may expect from a conventional phone line
 - 8.1.5. The service may be unavailable or operate at a reduced quality subject to things over which we have no control, for example, the weather, power disruption, failure of the telecoms infrastructure and you understand in such circumstances that all services (including 999\112 and public emergency call services) will be unavailable
 - 8.1.6. This service cannot and should not be used as a direct replacement for a standard telephone line
 - 8.1.7. If you receive an inbound number from Wi-Manx, it may not be possible to port (transfer) this number to another provider
- 8.2. Inbound numbers allocated by Wi-Manx are retained by Wi-Manx and are provided to the customer as a service. Customers do not *own* the numbers.
- 8.3. This service is not provided as a Publicly Available Telephone Service (PATS) and your attention is specifically drawn to the service descriptions at www.wimanx.com that sets our service offering and the limitations of the service. This service is subject to a different regulatory treatment than PATS. As the VoIP service isn't a PATS service than this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK
- 8.4. The VoIP service cannot be used for localised telecoms services (Operator, Emergency Calls, Voicemail etc)
- 8.5. You must not use, nor knowingly allow others to use the services for any improper purposes or in a manner deemed offensive or unlawful
- 8.6. The VoIP service is provided on the condition you do not resupply or resell or otherwise make these services available to a third party for commercial purposes
- 8.7. The VoIP service should not be used for purposes prohibited by law
- 8.8. In the case of any package whereby 'unlimited' calls are offered, use of the service may be suspended when usage exceeds 5000 minutes in a given month. You will be contacted so Wi-Manx can review your usage and make a decision as to whether further use in that month is permitted
- 8.9. If we deem your usage during any single month not to be within normal residential or small business use, we reserve the right to suspend, restrict, change or cancel your VoIP service at our discretion.
- 8.10. It is the customer's responsibility to make sure they are using the Wi-Manx VoIP service and not their normal telephone connection
- 8.11. You will not use the Service, and will take all reasonable precautions to ensure that no one (including you) uses the Service in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies located here. We reserve the right to make an administrative charge as a result of abuse of any Acceptable Use Policies.
- 8.12. You are required to sign-up to an appropriate product type depending on your required utilisation. Home products are provided for Consumers. If you wish to use the product commercially then you must sign-up to a Business product or Teleworker product where appropriate. For guidance, we consider commercial use to be at a level above that which is running a part time Business or supporting any kind of hobby. Business products must be used if the product is to be used from any official Business Premises while Teleworkers are considered to be commercial use of a residential connection.
- 8.13. The customer is responsible for monitoring their call history and accrued call charges

- 8.14. Wi-Manx are not liable for call charges accrued due to the incorrect configuration or setup of equipment – or issues related to a network or telecoms fault
- 8.15. Whilst every effort is made for compatibility, Wi-Manx cannot guarantee compatibility or interoperability with every type of telephone handset.

9. Traffic Management ('Shaping')

- 9.1. Wi-Manx, like most ISPs have equipment capable of managing the traffic to and from our customers. We have a transparent policy when it comes to traffic shaping. In the majority of cases, the following *priorities* are given to different types of traffic. This is to try and provide the best experience possible.
 - Voice-over-IP \ Online Gaming (High)
 - Everything else (Normal)
 - P2P (Low)
- 9.2. In the event of network maintenance, a network failure, DOS attack or similar; Wi-Manx may need to take measures to manage our traffic levels to sustain a good quality of service for the majority of it's customers. If such an event occurs, it will be listed on the Service Status page on our website.