

Service Application Form

Please read this form carefully and USE CAPITAL LETTERS throughout

Job Number (office use)

blueboxTM
BEYOND BROADBAND

CUSTOMER DETAILS

Customer Name

Address

Post Code

Telephone Number

Mobile Number

Account Contact

E-mail Address

TERMS AND CONDITIONS

I have read the statements overleaf: (Please Tick Boxes)



Customer Agreement

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Acceptable Use Policy

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CUSTOMER DECLARATION

The information I have supplied is true and complete. I confirm that I have read the contract and agree to comply with it. I acknowledge that:

(i) This contract is for a minimum period of 12 months.

(ii) Acceptance of this application for service may be subject to a credit check which may involve third parties.

(iii) From time to time bluebox may contact me via:

Mail

Landline

Mobile

Email

All

I hereby confirm that I am a duly authorised representative of the address given above and am authorised to sign this binding document on their behalf. I confirm that I have received and read both documents as stated above. I recognise that it is a fair and proper contract. I hereby agree that we will act in accordance with these conditions stated within this Agreement and those stated in the Acceptable Use Policy.

Signature

Date

Please sign & date and return to bluebox in addressed envelope provided. PLEASE RETAIN BACK COPY FOR YOUR OWN RECORDS.

PLEASE NOTE: STANDARD INSTALLATION TIME IS 2 HOURS

THIS MANDATE MUST BE COMPLETED IN FULL BY AN AUTHORISED SIGNATORY OF THE CUSTOMER

STANDING ORDER MANDATE

Account Name

For Bank use only

Customer Reference Number

Address

Contact Number

Name, branch and address of Bank

Sort Code

Account Number

Signature(s)

Date

/

/

Date

/

/

£STG ONLY

First Payment Amount :

Commencing:

Usual Payment Amount :

Commencing:

€EURO ONLY

First Payment Amount :

Commencing:

Usual Payment Amount :

Commencing:

Frequency:
Monthly

*Until further notice
in writing*

CONFIRMATION:
I hereby request and authorise you to debit my account in accordance with the details in this form. It shall be understood that the Bank shall not be under any liability for damage or loss caused by any omission to make these payments.

Recipients Account Name: **NWE Wireless**

Address: Communication House, Unit 16, Skeoge Industrial Park, L'Derry, NI, BT48 8SE

NORTHERN IRELAND

Recipient Bank: **Ulster Bank LTD**

Branch: **Waterside**

Branch Address: P.O. Box 3, 29 Clooney Tce, Waterside, L'Derry, BT47 6AS

Sort Code: **980985**

Account Number: **06389003**

REPUBLIC OF IRELAND

Recipient Bank: **Ulster Bank LTD**

Branch: **Letterkenny**

Branch Address: 1 Lower Main St, Letterkenny, Co. Donegal

Sort Code: **986010**

Account Number: **171107291**

for office
use only

☐☐

Customer Agreement

This North West Electronic (NWE) Wireless Broadband Commercial Customer Agreement is entered into between North West Electronics, having premises at Communications House, Unit 16, Skeoge Industrial Park, Londonderry, Northern Ireland, BT47 8SE trading as Bluebox Broadband, and the Customer designated on the form overleaf. The parties agree to the following terms and conditions.

NWE may vary or change the contract for any commercial, technical or operational reason. Updates may be published at www.nwewn.com.

Section 1. Installation and Service

(a) You hereby authorise NWE and/or its authorised contractors to install a transceiver, modem, software, wiring and all other necessary equipment at the location where you are receiving the Services necessary to provide NWE's Wireless Broadband service.

(b) Any custom installation work that you request, including placing cable under carpet, through cabinets, through interior walls or inside moulding, may require an additional charge.

(c) NWE will not be liable for any alterations to the premises that result from the installation or removal of the Equipment including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.

(d) You warrant that you are at least 18 years of age and that you own the Premises, or have received permission from the owner to make any changes to the Premises needed to install the Equipment and receive the services. Additionally, it is your obligation to confirm that the placement of the transceiver on the premises is not in violation of any covenants, conditions or restrictions.

(e) You agree to allow NWE or its subcontractors access to the premises to perform installation, repair or maintenance services in support of the services.

(f) NWE may revise, modify or discontinue any or all aspects of the services, including but not limited to service and equipment prices, any applicable tariffs, and any terms of this agreement.

(g) Notice to you of any revisions or modifications will consist of upgrading the terms on the NWE website at www.nwewn.com or by notification via your preferred email account.

(h) NWE assumes no responsibility or liability for interruption of the services.

Section 2. Payment Terms

(a) NWE will provide the services to you subject to this agreement, and you agree to pay for the services when due by valid credit card or automatic withdrawal via standing order, however if preferred payment is by invoice and purchase order, this will be subject to a 10% service charge.

(b) If funds are found to be unavailable by the mutually agreed date of collection, a recollection charge may be enforced in order to recoup bank and administration fees.

(c) You authorise NWE to perform a credit check prior to providing the equipment or the services.

(d) If you fail to pay all valid charges for the services when due, NWE may charge you interest on those charges.

(e) If you fail to pay any amounts owing to NWE within 30 days, NWE will have the absolute right to disconnect the services and remove all installed equipment without notice. Upon disconnection, you agree to immediately pay all amounts owing to NWE.

Section 3. Term and Termination (Termination Fees)

(a) This agreement will have a term as designated on the Work Order (which will be a minimum term of 12 months contract apart from short-term hire options apply).

(b) Relocation of service: A renewal of services with a minimum period of 12 months will apply following any change of location.

(c) At the end of the initial term, this agreement will automatically renew for successive one-month periods unless you advise NWE in writing 30 days prior to that you wish to terminate the services.

(d) If you terminate this agreement before the end of the term, you agree to pay NWE a termination fee of 50% of the annual fees. If you move out of the premises, NWE may terminate this agreement and disconnect the services and you will be liable for the Termination Fee.

(e) NWE may also charge a reconnection fee, the amount of which may vary and will be stipulated at the time of reconnection.

Section 4. Service and Repairs

(a) NWE will be obligated to maintain and carry out all necessary repairs to equipment held and installed within the customer's property and boundaries.

(b) However this maintenance and repair excludes any damage resulting from abuse or negligence as determined solely by NWE.

Section 5. Internet Access

(a) You hereby agree to abide by NWE's Acceptable Use Policy. This policy is set forth in full at www.nwewn.com and is also found further in this page.

(b) You access the materials on the Internet at your own risk.

(c) NWE may deny you access to all or part of the services without notice if you breach this agreement, including but not limited to NWE's Acceptable Use Policy.

(d) You are responsible for ensuring that your usage of the services does not improperly restrict, degrade or adversely affect any other user's use of the services, nor represent, in NWE's sole judgement, an unusually large burden on the network itself. You must comply with the then current bandwidth, data storage and other limitations on the services. If NWE determines that you are exceeding bandwidth limits, you will be notified by mail and given 10 days to bring your usage within appropriate limits. If excessive use continues after the 10-day period, NWE may take any action it deems necessary, including, but not limited to, terminating the services, to ensure that your usage does not adversely affect NWE's ability to provide the services to other customers. NWE will notify you of any such action via mail or email.

(e) NWE will assign to you (if requested) an NWE owned Internet protocol address (IP address) which is the exclusive property of NWE and is not portable. NWE may change the IP address at any time without liability and without prior notice to you. NWE will use reasonable efforts to avoid any disruption to you by notifying you via email before changing the IP address.

(f) NWE's network gathers information about Internet usage such as the sites visited, session lengths, bit rates and numbers of messages and bytes passed. NWE uses this information in the aggregate. NWE may share this aggregated information with other parties from time to time. NWE collects and uses personally identifiable information obtained from you from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with your service, or to identify, create and inform you of products and services that better meet your needs. NWE will not use or disclose any personally identifiable information regarding Internet usage unless compelled by a court order or subpoena; you consent to use or disclosure, or to protect NWE's broadband services and facilities.

Section 6. Limitation of Liability and Indemnification

(a) Neither NWE nor its subcontractors will be liable for any loss of data or damage to hardware that occurs during installation of or any service performed on your computer in support of NWE Broadband service. You agree that it is your own responsibility to completely backup your computer prior to installation. You further agree that NWE and/or its subcontractors are not responsible for any problems with your computer following the installation of or any subsequent service performed on your computer in support of NWE's broadband service.

Your exclusive remedy for any and all losses resulting from the installation of equipment and your use of the services, including NWE's or its subcontractors negligence, will be limited to fees paid to NWE up to the time the damage is discovered.

The services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, no infringement or implied warranties of merchantability or fitness for a particular purpose. Neither NWE nor its affiliates warrant that services will be uninterrupted or error free or that any information, software or other material accessible on the services are free from viruses or other harmful components.

(d) NWE, its affiliates and its subcontractors will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damage or loss of business, that may result in any way from your use of or inability to use the services or to access the Internet or any part thereof, or your reliance on or use of offers, claims, representations, promotions and transactions, information, services or merchandise provided on or through the Internet or the services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission or any failure of performance.

You agree to indemnify, defend and hold NWE, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the equipment and/or services by you or an authorised user of your account, including the placement or transmission of any message, information, software or other materials on the Internet. These limitations on liability and indemnification provisions insure to the benefit of and apply to: (1) NWE's parent, subsidiary and affiliated companies; (2) any successor to NWE's business by way of merger, purchase of assets, or operation of law; and (3) any subcontractors performing work on behalf of NWE.

Acceptable Use Policy

In order to receive NWE's broadband service, Blue Box, you must meet the system requirements as set out below:

* Windows 2000, XP or Mac OSX 10 or higher

* 128Mb of RAM or more

* Customer's computer must have a network card with free Ethernet port

NB. Windows 98 & ME can be used, however we cannot guarantee that speed and quality will not be affected.

1.1 When you use the services for Internet access, you must protect the network by either disabling or password protecting file and print sharing on your computer(s) or have a firewall solution that prohibits unauthorised access to your computer. When using the service, you may not:

1.1.1 Restrict or inhibit any other user from using the Internet.

1.1.2 Post or transmit any unlawful, threatening, abusive, libellous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectional information of any kind, including without limitation any transmissions, constituting or encouraging, conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international laws, including without limitation UK export control law and regulations.

1.1.3 Post or transmit any information or software that contains a virus, Trojan horse, worm or other harmful component.

1.1.4 Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through services for commercial purposes.

1.1.5 Upload, post, publish, reproduce, transmit or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or right holder.

1.1.6 Upload, post, publish, reproduce, transmit or distribute in any way any component of the services or derivative works, as services are copyrighted as a collective work under UK copyright laws.

1.1.7 Remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright not or terms & conditions for use of a work.

1.1.8 Avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner.

1.1.9 Send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail.

1.1.10 Send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mailbombing").

1.1.11 Make any authorised attempt to gain access to any account or computer resource not belonging to that user.

1.1.12 Attempting to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, attempting to impersonate any person or forged headers or other identifying information.

1.1.13 Engage in conduct which interferes with NWE's ability to provide the services or interferes with the rights of others including, but not limited to hacking, circumvention of user authentication or security of any host network, or account, "denial of service" attacks (port scans, flooding of networks, deliberate overload attempts, etc)

1.1.14 Scan or probe the security of NWE or any other network for any purpose whatsoever by the use of packet sniffers, siphons, decoders or other methods.

1.1.15 Obtain or attempt to obtain services by any means or devices with the intent to avoid payment.

1.1.16 Unauthorised access, alteration, destruction, or any attempt, of any information of any NWE customers or end-users by any means or device.

1.1.17 Use NWE's products and services to interfere with the use of the NWE network by other customers or authorised users.

1.1.18 Violate the law or aid another in any unlawful act.

1.1.19 Resell the services or any other NWE service to any third parties without prior express written consent from NWE.

1.1.20 Engage in any commercial or business activities using a residential account without prior express written consent from NWE.

1.1.21 Run programs or servers that provide network services to others through the services which includes, but is not limited to, web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums.

1.2 You are responsible for ensuring that your usage of the services does not improperly restrict, degrade or adversely affect any other user's use of the services, nor represent, in NWE's sole judgement, an unusually large burden on the network itself. You must comply with the then current bandwidth, data storage and other limitations on the services. If NWE determines that your account is exceeding bandwidth limits, you will be notified by mail or e-mail. If excessive use continues more than 10days, the service may be suspended or terminated. If excessive bandwidth or service utilisation is determined by NWE to adversely affect NWE's ability to provide the services for its other customers immediate action may be taken to alleviate the problem. In such an event, NWE will notify you via mail or e-mail as soon as practicable.

1.3 Except for information, products or services clearly identified as being supplied by NWE, NWE does not operate or control any information, products or services on the internet.

1.4 The Internet contains unedited materials that may be offensive or objectionable to you. You access these materials at your own risk. NWE has no control over and accepts no responsibility for these materials. Customers may wish to utilize software designed to limit access to certain material on the Internet.

1.5 You understand that you may be held liable both under civil and criminal law for infringements of the intellectual property rights of others. You may be held liable for actual damages, profits, solicitor's fees, costs, or the court may award statutory damages under the copyright act. Criminal liability can also include fines and imprisonment.

1.6 NWE may take any action it deems appropriate without notice to protect the services and its facilities for provision of the services. If NWE denies you access to the services pursuant to this section, you will have no right:(i) to access through NWE any materials stored on the Internet, or (ii) to access third party services, merchandise or information on the Internet through NWE, and NWE will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

1.7 NWE has no obligation to monitor the services. You agree that NWE has the right to monitor the services electronically from time to time, and you consent to NWE's access, use and disclosure of any information as necessary to satisfy the law, regulation or other governmental request, to operate the services properly, to improve the services, or to protect itself or its customers. NWE reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this agreement.

1.8 If you wish to make purchases on the Internet, you may be asked by the merchant or service provider from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Internet for the purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Internet set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when the charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Internet.

This document is available in a large version on request