



# Fair Use Policy

## Post Office<sup>®</sup> Broadband



# Fair Use Policy – Post Office® Broadband

## 1. About this Fair Use Policy

This fair use policy (“**Fair Use Policy**”) sets out the standards of conduct that you are required to meet you when you use Post Office Limited’s broadband service (“**Post Office® Broadband**”), and the usage guidelines we have set to ensure that all Post Office® Broadband users have access to a fast and reliable service. This Fair Use Policy forms part of and is incorporated into your Agreement for Post Office® Broadband (“**Agreement**”).

We may change this Fair Use Policy at any time. Section 13 (*Changes to this Agreement*) of the Terms and Conditions for Post Office HomePhone® and Post Office® Broadband (“**Terms and Conditions**”) will apply to any changes to this Fair Use Policy.

Please contact Customer Services if you have any questions about this Fair Use Policy or if you wish to notify us of a breach of this Fair Use Policy. The contact details for Customer Services are set out in section 1 (*About your Agreement with us*) of the Terms and Conditions.

## 2. Usage Guidelines

A small number of customers use file sharing software to upload and download files, such as music and videos, containing very large amounts of data. Please be aware that uploading and downloading copyrighted files such as music and films without the consent of the copyright owner is unlawful. Those copyright owners are able to seek Court Orders for us to disclose your details to them. Uploading and downloading files uses a lot of network capacity and we will monitor usage by looking at a number of factors including the amount of time excessive usage continues as well as the bandwidth used.

The systems that are used to provide Post Office® Broadband can identify very high bandwidth users and we request that you manage your use of Post Office® Broadband during peak hours, to ensure fairness to all users. Peak hours are 6pm–11pm, Monday–Sunday (including Christmas and Bank Holidays). Our systems monitor the level of your usage on a regular basis. If we think your usage is excessive, we will tell you that your usage is excessive and request that you moderate your usage.

### 2.1 **Key terms for Post Office® Broadband Standard customers with an inclusive monthly download limit of 5GB**

If you exceed your monthly download limit, we may contact you in writing asking you to limit your usage and inviting you to consider moving to Post Office® Broadband Extra. If you move to Post Office® Broadband Extra you will be able to receive unlimited downloads (subject to this Fair Use Policy).

If you exceed your monthly download limit for a second consecutive month, or for a fifth month in any 12-month period, we may contact you in writing again advising that if you continue to exceed your monthly download limit we may automatically upgrade your Service to allow you to have unlimited downloads (subject to this Fair Use Policy). If we do automatically upgrade your Service in this way, you will have to pay higher charges equivalent to those payable for Post Office® Broadband Extra.

### 2.2 **Key terms for Post Office® Broadband Extra customers and customers already receiving unlimited downloads (subject to this Fair Use Policy)**

If your usage exceeds 100GB in any month, we may write to you to request that you moderate your usage. If your usage subsequently exceeds 100GB in two consecutive months or for a fifth month in any 12 month period, we may contact you again asking you to moderate your usage, and warn you that we may reduce your internet access speeds, download speeds and upload speeds.

If you continue to use the Service excessively for a third consecutive month, or for a sixth month in any 12-month period, we may reduce your internet access speeds, download speeds and upload speeds.

We will contact you before reducing the speed of your Service.

## 3. Unlawful Activities

When you use any part of the Post Office® Broadband service, you must abide by the law applicable to your part of the United Kingdom and not commit any offence or contribute to any offence being carried out.

This includes not using Post Office® Broadband to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- may be deemed illegal, defamatory, abusive, offensive, anti-social, racist, distressing, harmful or threatening;
- cause distress, anxiety or harm to another person;
- breach any other person’s rights (including rights of privacy, rights of confidentiality, and intellectual property rights such as copyright, database rights, design rights and trade marks);
- are or may be harmful to minors;
- encourage or promote illegal or socially unacceptable or irresponsible behaviour;

- have any fraudulent purpose or effect or conceal your identity or impersonate any individual or organisation or otherwise misrepresent you as a source of information;
- intentionally cause a reduction in performance or functionality of any computer or network facilities;
- damage or may damage our name and/or reputation or the name and/or reputation of our suppliers;
- constitute bulk mail or ‘spam’ which the recipient has not asked for; or
- subscribe anyone else to a mailing list without their permission.

Our suppliers have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation (“IWF”). These filters are comprehensive but they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as “adult” material. On this basis, you may wish to install additional software on your computer to prevent access to inappropriate websites or content on the internet. For further information regarding the IWF, please visit their website at [www.iwf.org.uk](http://www.iwf.org.uk).

#### 4. Network Security

You must not use Post Office® Broadband to violate our network security or any third party’s system or network security by any method including:

- gaining or providing access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network without the permission of the owner of that network or system;
- monitoring data or traffic on any network or system without the permission of the owner of that network or system;
- interfering with any user, host, system or network without the permission of the owner of that network or system;
- sending, receiving, storing, distributing, transmitting, posting, uploading or downloading any materials designed to violate our network security or anyone else’s system or network security (including but not limited to viruses, worms, corrupted files, hoaxes, Trojan horses, tools designed to compromise the security of other websites’ programs or services designed to send or enable the sending of unsolicited advertisements); and

- connecting the Post Office® Broadband service to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Fair Use Policy.

You must not adapt, modify, decompile or reverse engineer any part of the Post Office® Broadband service. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the Post Office® Broadband service. You must immediately disconnect (and then secure before reconnection) machines generating materials and/or data which breach this Fair Use Policy once you are notified of such activity by us or our suppliers.

#### 5. Email Accounts

As part of the Post Office® Broadband service you may have the ability to use one or more email accounts, up to a maximum of five. Each such email account will have a separate email address.

You should not allow any of your email accounts to exceed 20MB in size. If your email account exceeds 20MB, incoming emails may be bounced with a message that states that your account is full.

If you do not access your email account for a period of six months or more, we may deactivate your email account and any incoming mail may be bounced with a message that states that your email account is inactive.

We may deactivate an email account on cancellation of the Post Office® Broadband service or otherwise in accordance with the Agreement (including this Fair Use Policy). When we do so, the email account will cease to exist and, for a reasonable period afterwards, any incoming mail may be bounced with a message that states that your email account is inactive.

#### 6. Webspace

As part of the Post Office® Broadband service you may be given up to 50MB of internet hosting space, which allows you to host your own websites (“Webspace”). Your Webspace must not contain content that breaches section 3 (*Unlawful Activities*) and/or 4 (*Network Security*) above.

You must not use your Webspace to:

- impersonate a third party;
- pass yourself off as connected with or endorsed by any third party; or
- use any domain name or trade mark belonging to any third party without their permission.

You may not operate, or link to, a website where access is subject to a premium rate telephone charge. If your Webspace generates abnormally high traffic,

we may investigate and where any term of this Fair Use Policy appears to have been breached, take appropriate action (including, without limitation, limiting access to your Webspaces and/or blocking access to your Webspaces).

You are responsible for retaining copies of your files and data – we will not be responsible for the loss of any files or data.

We may require you to remove content and/or links from your Webspaces if we consider them to be in breach of this Fair Use Policy or the Agreement.

If you exceed 50MB of Webspaces, you will be asked to remove excess files. If you fail to do this, we will remove your entitlement to Webspaces.

If your subscription to Post Office® Broadband is cancelled for any reason, we will delete your Webspaces.

Your Webspaces may not be used to distribute or advertise any of the following material:

- software for sending bulk e-mails or “spam” which the recipient has not asked for;
- software for port scanning, virus creation, hacking or any other illegal or antisocial activity;
- lists of addresses, telephone numbers, e-mail addresses or other such contact details except where all the addressees have given their explicit permission to have such details listed; or
- any collection of personal data other than in accordance with all applicable data protection legislation.

## 7. Security

Do not disclose your username or password to anyone. You are responsible for the security of these.

We may request that you change your username, password and/or email address.

You are responsible for the set-up and security of your computer and any software that may run on your computer. You should protect your computer with anti-virus software and keep your computer updated regularly.

## 8. Use of Post Office® Broadband

You must use Post Office® Broadband in compliance with our instructions regarding health and safety or instructions that are intended to prevent the Post Office® Broadband service being disrupted.

You must be at least 18 years old to be a Post Office® Broadband user. Sub-users under this age must have permission from the account holder to access

Post Office® Broadband. Before using any part of the Post Office® Broadband service, you must obtain permission from the person who pays the bill for Post Office® Broadband.

## 9. Fair Use Policy Enforcement

We will block any electronic communication that we reasonably consider to have breached this Fair Use Policy.

If you have breached this Fair Use Policy, or we reasonably suspect that you may have breached this Fair Use Policy, we will notify you by email (provided that this notification will not prejudice any investigation) and we may also:

- immediately suspend your access to Post Office® Broadband (or any part of the Post Office® Broadband service, including without limitation email accounts and/or Webspaces) until we are satisfied the breach has stopped;
- cancel Post Office® Broadband in accordance with the Agreement;
- pass on the details of the breach of the Fair Use Policy to any relevant government, statutory, self-regulatory or law enforcement authority;
- pass on your details to copyright owners if we are required to do so by a Court or any other relevant government, statutory, self-regulatory or law enforcement authority;
- investigate the alleged breach of the Fair Use Policy, which may include gathering information from you and/ or the complaining party (if any) and the examination of any other data or other material on the network or our servers; and/or
- remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the network or our servers.
- reduce your internet access speeds, download speeds and upload speeds.

**This Fair Use Policy applies to all Post Office® Broadband services from 1st June 2012.**