

# Fair Use Policy

Post Office<sup>®</sup> 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 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 applies to all Post Office® Broadband customers, regardless of whether you receive Post Office® Broadband on its own or as part of our Post Office HomePhone® with Broadband service, and forms part of and is incorporated into the Agreement for Post Office HomePhone® with Broadband or Post Office® Broadband, as appropriate (the “**Agreement**”).

We may change this Fair Use Policy at any time. Section 13 (*Changes to this Agreement*) of Post Office® HomePhone and Post Office HomePhone with Broadband Terms and Conditions or Section 12 (*Changes to this Agreement*) of Post Office® Broadband Terms and Conditions will apply to any changes to this Fair Use Policy.

Please contact our 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 our Customer Services are set out in section 1 (*About your Agreement with us*) of the Agreement.

## 2. Usage Guidelines

A small number of customers use peer-to-peer file sharing services to upload and download files, such as music and videos, containing very large amounts of data. Please be aware that uploading and downloading copyright 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 those using peer-to-peer file sharing services.

### 2.1 Key terms for Post Office® Broadband Essential customers

**Post Office® Broadband Essential customers** are limited to a monthly usage limit of **10GB (the “Usage Limit”)**. For the purposes of the definition of Usage Limit, “usage” is defined as data uploaded and downloaded. We will monitor the level of your usage approximately

every four hours. You will be able to see how much data you have used on your Self Care account. We will contact you if you are getting close to exceeding your Usage Limit. If you exceed your Usage Limit in any given month, you may be charged for any such additional usage as set out in the Price List. We will also contact you if you have exceeded your Usage Limit so you are aware of any potential charges.

You can upgrade to Post Office® Broadband Premium, which entitles you to unlimited downloads (subject to this Fair Use Policy), at any time. However, you will be liable for any Charges incurred for downloads in excess of the Usage Limit up to the date you upgrade.

## 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 unlawful act or contribute to, authorise or permit any such act being carried out.

This includes (but is not limited to) 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 are entitled 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 10GB in size. If your email account exceeds 10GB, incoming emails may be rejected with a message to the sender 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 rejected with a message to the sender 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 rejected with a message to the sender that states that your email account is inactive.

#### 6. 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.

#### 7. 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.

#### 8. 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) 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 and Post Office Homephone® with Broadband Services from 1 August 2014.**