

## Max Fibre - ACCEPTABLE USE POLICY

### 1. Introduction – what is this policy about?

This Acceptable Use Policy sets out how you can use your broadband service. It forms part of our terms and conditions, which you accepted when you signed up for your services. This policy is important, so please take the time to read it carefully. Should you have any questions or require further information, do not hesitate to get in touch.

The purpose of this policy is not to prevent you from enjoying your broadband service, but to make sure that our service is not misused and is used legally and safely so that our customers can enjoy the best possible experience. Below we have set out activities which we consider would be a misuse of our broadband services. We refer to these activities in this policy as ‘Prohibited Activities.’

Prohibited Activities fall into the following general categories:

- Illegal
- Unlawful
- Detrimental to or inconveniencing of other Internet uses.

As our customer, you are responsible for making sure that you or anyone using your broadband service does not use the service for any Prohibited Activities.

Please note that we can change this policy at any time. Should we do so, we will notify you. By continuing to use our service, you will be treated as having accepted the changes.

### 2. Prohibited Activities - what you can't use the service for

You must not use the service (or allow others to use the service) for any Prohibited Activities, which are prohibited by this Acceptable Use Policy.

In particular, you must not use (or allow others to use) the service to do any of the following (doing so will be a breach of this Acceptable Use Policy):

- Illegal/Criminal activity – using the service for any illegal or criminal purpose, for example, using the services for any criminal, fraudulent or defamatory activities or the carrying out of activities that are contrary to UK race, disability or sex discrimination legislation.
- Illegal Material - downloading, possessing or transmitting in any way illegal material (for example indecent pictures of children).
- Threats – making threats of bodily harm or property damage/destruction.
- Harassment – using the services with the intention of causing annoyance, inconvenience or needless anxiety or distress to others, for example sending (or causing to be sent) a message that you know to be false or using the service to transmit expressions of hatred towards racial, ethnic, national, religious or other groups including those pertaining to sexual orientation.
- Hacking/Network Disruption or Interference – activities that adversely affect the ability of people or systems to use our services or the internet in general, including, for example, interfering or attempting to interfere with the operation of our equipment or services (or those of our service providers, including but not limited to the electronic communications network of IX Wireless Limited), “denial of service”(DDoS) attacks against another network host or individual user, using port scanning software or to interfering or attempting to interfere with other people’s enjoyment of the Internet or their systems or equipment.
- Viruses - using the services to knowingly or recklessly transmit any virus, bug, worm, time bomb or other code intended to damage, destroy, interrupt or limit the functionality of any software, equipment, network or data.
- Unauthorised access – using the service to access or modify any computer material without permission.
- Copyright infringement - infringing the rights of others e.g. sharing copyright protected material such as music, film or video files, without the permission of the copyright owner.
- Nuisance calls – making nuisance calls in breach of OFCOM’s rules.
- Impersonation/Forgery – adding, removing or modifying network header information (known as ‘spoofing’) to try and deceive or

mislead or attempting to impersonate anyone by using forged headers or other identifying information.

- Privacy violations – attempting to gain access for any electronic systems, networks or data, without proper consent.
- Reselling – reselling the service (or any part of it) without proper written authorisation, providing bureau services or using the service to run server software for use by third parties.
- Email – using the service to send spam email, unsolicited commercial email or bulk emailing (whether for a legitimate commercial purpose or otherwise), activities that have the effect of facilitating unsolicited commercial email or large volumes of unsolicited emails, using mail servers with open relays or anonymous bulk emailing mail.
- Facilitating a Violation of this or any other acceptable use policy - advertising, transmitting, or otherwise making available any software, program, knowledge, product, or service that is designed to violate this Acceptable Use Policy or the acceptable use policy of any other Internet service provider, including but not limited to the facilitation of spam.

The above list of Prohibited Activities is illustrative only and is not exhaustive. Engaging in Prohibited Activities or using the services in an inappropriate way could result in legal action, prosecution or the suspension and/or termination of your services immediately without notice.

### 3. Your responsibilities

The Internet and telecommunications are constantly changing and evolving, as are the laws that govern their use. We aim to reflect current laws in this Acceptable Use Policy (which you are responsible for complying with) and may update it at any time. Regardless of changes to this policy, you are responsible for:

- 3.1 being aware of relevant legal restrictions;
- 3.2 complying at all times with current legislation and regulation from time to time in force;
- 3.3 your actions and use of our services, including being liable for such use of the service that contravenes this Acceptable Use Policy or applicable laws and regulations; and
- 3.4 ensuring that security information (including but not limited to usernames and passwords) remain confidential so that the services cannot be used by any 1 unauthorised person.

### 4. Procedures relating to Prohibited Activities/Misuse of the Service

Max Fibre does not regulate, control or filter the Internet or your use of the services, although we do reserve the right to filter or re-direct traffic, for example to stop a DDoS or other type of malicious attack.

Should we receive any complaint regarding your use of the service or the Internet through a formal legal process (e.g. a Court Order), we will take the appropriate legal steps. We will also take such action as we are legally required to take, including steps that may be required of us under the Regulation of Investigatory Powers Act 2000 (as amended), which may oblige us to disclose specified information to regulatory authorities regarding the use of our services.

We will also comply with any Court Order issued to us that requires the provision of access to our network.

### 5. What happens if you breach this Acceptable Use Policy?

If we receive a formal complaint about your use of the Internet or our service through a formal legal process, we will follow that legal process (e.g. complying with a Court Order). Should we receive an informal complaint about your use of the Internet that indicates you may not be following this Acceptable Use Policy, we reserve the right to investigate any breach, which may include contacting you. We reserve the right to suspend your use of the service whilst our investigations are ongoing or in circumstances where we are unable to contact you. We reserve the right to suspend or terminate your services, including immediately, where we are required by law to do so, or where we consider it is reasonably necessary to protect our interests or the interests of a third party.

### 6. How to Report Prohibited Activities/Misuse of our Service

If you believe there has been a violation of this Acceptable Use Policy, please contact our team by email addressed to: [misuse@maxfibre.com](mailto:misuse@maxfibre.com) or you could [contact us on 01282 684 511](tel:01282684511).