

# Acceptable Usage Policy

We want you to enjoy using our ultrafast broadband and telephone services (“Services”). But we also want to make sure that you use them in way that does not harm the rights or safety of others. Therefore, like other internet providers, Fibrus has an Acceptable Usage Policy (“AUP”). This AUP sets out rules for using our Services and our website, [www.fibrus.com](http://www.fibrus.com), (“Website”) in an acceptable way, and for keeping the network we use to provide our Services (our “Network”) secure. It also sets out uses of our Services which we consider unacceptable and what we might do if you break the rules in this AUP.

To contact us, please email: [sales@Fibrus.com](mailto:sales@Fibrus.com) or telephone our customer service line on [NUMBER].

## ABOUT US

Fibrus is a full fibre internet service provider. We are a limited company registered in Northern Ireland under company number NI655901 and our registered office and main trading address is at Block A Boucher Business Studios, Glenmachan Place, Belfast, Co Antrim, Northern Ireland, BT12 6QH

We are regulated in the UK by Ofcom. We are also a member of the UK Internet Service Providers Association (“ISPA”) and Ombudsman Services

## RESPONSIBILITY FOR USE

In this AUP, when we use “we”, “us” or “our” we mean Fibrus and when we use “you” and “your” this also includes any other person (for example, anyone at your business premises or home (your “Premises”)) using your account to access our Services, [Website](#) or Network. When we use “free” or “unlimited” calls, we mean calls to UK and ROI numbers made using Fibrus’s telephone service, which we do not charge you for. You can find details of our internet service and telephone service plans and standard tariffs (i) for residential customers in our [Guide to Charges and Fees for Residential Customers](#) and (ii) for business customers in our [Guide to Charges and Fees for Business Customers](#).

- By using our Website, you confirm that you accept the terms of this AUP and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print and/or save a copy of these terms for future reference.
- Our terms of website use [INSERT AS LINK TO SITE'S TERMS AND CONDITIONS] also apply to your use of our site.
- You are responsible for any use of our Services and/or Network made through your account with us (your “Account”), whether this is with your permission or not and for any use of our Website. You are also responsible if this use breaks the rules of this AUP. This would be an “unacceptable use” and is your responsibility even if it happens or is attempted (i) without you knowing or agreeing to it, or (ii) by you contributing to it, or (iii) by you allowing it to happen or (iv) by you acting alone or with others.
- Fibrus is not responsible for any of your activities in using our Network or Website. You must decide whether any content or communications you access using our Services is appropriate for children or others at your Premises to view or use.
- You must always follow the rules in this AUP when you use our Services (as well as all other terms that apply to your agreement for Services with us) or our Website. This means you also need to make sure that anyone else accessing our Network or a through

your Premises or accessing our Services through your Account knows about and follows these rules.

- When using our Services, you must follow all laws, regulations and other “Applicable Laws” (these are defined more fully in our [Residential Terms and Conditions](#) and [Business Terms and Conditions](#) that apply to you, and have any authorisations or permissions required by them.
- Some types of material infringe certain laws or regulations. These materials may be illegal to possess as well as to send or publish on the internet. You must not post material which (i) infringes the intellectual property rights (e.g. trademarks or copyright) of others (ii) is false and could harm someone’s reputation, or (iii) makes us legally liable for hosting that material on our servers. More information on things you are not allowed to use our Services or Website for is set out in the “Unacceptable Usage” section below.
- When using our Services or Website, you may end up on other networks or using other websites or services that we do not own or operate. If this happens, you must follow the acceptable use policies and other terms and conditions set by the operators of those networks websites, and services. We are not responsible or liable for the content of any other person’s website, platform, apps, or services, even if there is a link to them from our Website.
- When you place an order for our Services, you will have to provide us with an email address. You must keep this email address active and notify us of any changes to it within 3 working days of the changes happening. You will be treated as having read and accepted any email we may send to you at the email address you have provided to us.

If you have any comments or questions about this AUP, or there is any part of it that you do not understand, please feel free to let us know by email at [sales@Fibrus.com](mailto:sales@Fibrus.com).

## UNACCEPTABLE USAGE

It is not possible to set out exactly what makes for an “acceptable use” or an “unacceptable use” of our Services. Our AUP is meant to help you understand the types of use that are unacceptable. The list below does not include every use that may be unacceptable to us (there may be others) but should help you understand the sort of behaviour we do not allow, or which is illegal.

You may only use our Network, Website and Services for lawful purposes. You cannot use them:

- In any way that breaks any laws or regulations that might apply (whether in the UK or elsewhere).
- In any way that is criminal, illegal, unlawful, or fraudulent, or that has any criminal, illegal, unlawful, or fraudulent purpose or effect.
- To harm or try to harm children or other vulnerable people in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, publish, post, contribute, distribute, disseminate, collect, access, encourage the receipt of, use, upload, download, record, review or stream, use or re-use any material that doesn’t follow our “Content Standards” section below.
- To send, or cause the sending of, anything related to pyramid selling schemes or any unsolicited communications or unauthorised advertising (like spam or nuisance calls). (If you do this, we can block these materials or communications and you will have broken the rules of this AUP).
- To intentionally or negligently send any data, or send or upload material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware,

corrupted files, or any other harmful programs or similar computer code designed to harm computer software, hardware or telecommunications equipment owned by us or anyone else. (But you can pass samples of malware in a safe way to appropriate agencies in order to stop its spread).

- To carry on activities that infringe someone else's rights. This includes (i) downloading, installing or distributing software that isn't properly licensed (e.g. pirated software), (ii) deleting any author attributions, legal notices or labels/notices of ownership in any file that's uploaded, (iii) falsifying the origin or source of any software or other material or (iv) not properly following the Data Protection Act 1998 (and any laws or regulations that change, add to or replace it in any way) when collecting or using an individual's personal data, as set out in that Act.
- To monitor or record the actions (i) of any person, who's allowed to be at your Premises, without their knowledge or (ii) of any person or thing outside your Premises including, among other things, any public highway or roadway or another person's home or business premises.
- To collect, stream, distribute or access any material that you know or should reasonably know, is illegal to collect, stream, distribute or access.

You must also not:

- Reproduce, duplicate, copy, sell or re-sell any part of our Website, Network or Services.
- access without our permission, interfere with, damage or disrupt:
  - (i) any code or any part of our Website;
  - (ii) our Network or any equipment or network from which our Services or Website are provided
  - (iii) any software used in providing our Services or Website; or
  - (iv) any equipment, network or software owned or used by someone else, if this is outside what we'd expect of someone using either our Services under a residential or business contract (whichever applies to you) or our Website.
- Do anything that may disrupt or interfere with our Website Network or Services or cause our Website or Network, or any computer or other device connected to our Network, to crash.
- Launch "denial of service" attacks, "mailbombing" attacks or "flooding" attacks against a network, or a device or computer connected to a network, (including, among other things, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, or any otherwise unspecified form of "denial of service" attack).
- Let people, who do not live or who are not at your Premises, access your Services.
- Make excessive use of, or overload, our Network.
- Avoid the user authentication or security process of a network or a computer or device connected to a network.
- Create, send, store, or publish any virus, Trojan, corrupting programme, or corrupted data using our Website, Network or Services.
- Give false information on our on-line applications, sign-up forms, or contracts. This would include (but is not limited to) giving wrong or fraudulent details or information (i) about direct debits, bank accounts or credit card numbers or (ii) in relation to a wayleave or other permission to install our Services at your Premises. If you do this, we can immediately end your agreement for our Services. You may also have criminal or other liability under law.

## INTERACTIVE SERVICES

- We may from time to time provide interactive services on our Website, for example, Support Chat conversations, social media, and Customer Forums (“Interactive Services”). Where we provide any Interactive Services, we will give you clear information about the kind of service offered, whether it’s moderated and, if it is, the sort of moderation that’s being used (e.g. whether it’s human or automated).
- We will do our best to work out any possible risks for users (especially for children) from other people when they use any Interactive Services and will decide in each case whether to use moderation (and what kind this should be). However, we do not have a duty to keep an eye on or moderate any Interactive Services. We also accept no responsibility for any loss or damage caused by someone who uses an Interactive Service but does not follow the “Content Standards” section below (whether the Interactive Service is moderated or not).
- A child can only use an Interactive Service if their parent or guardian agrees to this. We advise parents or guardians who allow their children to use an Interactive Service to talk to their children about the risks involved with this and about staying safe online.
- Where we moderate an Interactive Services, we will normally tell you how you can contact the moderator, if there is a problem.

## CONTENT STANDARDS

This section sets out our content standards. These are rules which apply to all material you send, receive, communicate, publish, post, contribute, distribute, disseminate, collect, access, encourage the receipt of, use or re-use, upload, download, record, review or stream using our Network or Services and to any Interactive Services (as mentioned in the above section). We call these “contributions”.

As with unacceptable use, the list below does not set out every standard which we may apply to your contributions but helps you understand what your contributions can and cannot contain. The standards apply to each part of any contribution, as well as to the whole contribution.

Contributions must:

- Be accurate (where they give facts).
- Be genuinely held (where they give opinions)
- Follow the laws and regulations of the UK (and of any country they come from) that apply to them.

Contributions must not:

- Contain false statements that harm anyone’s reputation.
- Contain any material which is indecent, obscene, offensive, hateful, or meant to stir up anger.
- Promote sexually explicit material.
- Encourage violence.
- Encourage discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any copyright, database right, intellectual property right or trademark of any other person.
- Be likely to deceive any person.

- Be made by breaking a legal duty owed to another person, (like a duty under a contract or a duty to keep material secret).
- Encourage any illegal activity.
- Be threatening, abuse or invade someone else's privacy, or cause annoyance, trouble, or unnecessary stress.
- Be likely to trouble, upset, embarrass, alarm, scare or annoy any other person.
- Be used to impersonate any person or be dishonest about your identity or connection to any person.
- Give the impression that they come from us if this is not true.
- Encourage or help an unlawful act, like (as an example only) copyright infringement or computer misuse.

## **SECURITY**

You are responsible for protecting the customer ID and password(s) you use to access our Services and your account with us. You are also responsible for any use of your password (even if you did not allow it).

- You should not disclose your customer ID or password(s) to anyone else. If you do, you are responsible for their use of your account. If your customer ID or password is disclosed or used without your permission, you must tell us immediately. You must not use your customer ID or password(s) to use our Network or Website, in a way that we would find unacceptable. Nor should you use them to access or try to access other parts of our Network or Services where we have not given you permission to do this.
- You are responsible for taking all reasonable steps necessary to stop someone else accessing our Network through your account, where you have not given them permission to do this.
- You must protect your computer from viruses, adware, malware, and spyware by installing and updating suitable anti-virus and security software. We are not responsible for security problems with your computer, its files, or its applications.
- You must keep copies of your own data. We are not responsible for any loss of your files or data.
- You must tell us immediately if you think that any part of this "Security" section has been breached.

## **EXCESSIVE USAGE**

We do not have a traffic management policy, although we will notify you if we choose to use one in the future. But our system does flag excessive use and if we believe that your use of the internet, our Network or Services is so excessive that other customers' Services are being harmed, then we may give you a written warning (by email or otherwise) to reduce your use. If you do not do this, we may suspend or end your Services.

## **HOW WE WILL DEAL WITH BREACHES**

We can use either human or automated methods to see if you are following this AUP. When you use our Services or our Website, you give us (or our agents or subcontractors) permission do

this by checking your networks and/or machines and your use of our Network, Website and/or Services.

- If we think you have not followed this AUP, we may investigate this. We will try to act reasonably and fairly when we do. If we decide that you have not followed this AUP, we can take any action (as set out in the next paragraph) that we think is suitable.
- If we find that you have not followed this AUP, you would also have broken your [Residential Customer Terms of Service](#), [Business Customer Terms of Service](#) and/or our [Website Terms and Conditions](#), (whichever applies to you). This means we can either deal with the matter under whichever of these documents applies to you or take any of the following actions (with or without notice):
  - (i) immediate, temporary or permanent suspension or ending of your Services;
  - (ii) immediate, temporary or permanent removal of any posting or material uploaded by you to the internet using our Services or to our Website whether or not using our Services;
  - (iii) the issue of a warning to you;
  - (iv) legal proceedings against you to fully compensate us for all costs to us (including reasonable administrative and legal costs) resulting from you not following this AUP (this is called an indemnity and makes you 100% responsible for the full amount of any claim we have against you);
  - (v) further legal action against you; and
  - (vi) the disclosure of any information to law enforcement or other appropriate authorities or regulators that we reasonably think is necessary.;

We are not limited to the actions we have just set out – we can take any other action we think is reasonably appropriate. We do not accept any liability resulting from actions we take because of you not following this AUP.

## NOTIFICATIONS AND COMPLAINTS

Fibrus has a procedure for handling reports or complaints about this AUP.

If you are reporting any illegal or unacceptable use of our Services or Website, please give us as many details and as much evidence as possible to help us understand and investigate the problem. This could mean copies of messages and/or headers, full URLs or log files showing unauthorised access to your account, depending on the type of unacceptable use you are telling us about. Please always make sure you include a short description of why you are making the report, together with your name and full contact details.

If you have any comments or queries about our AUP or want to report an unacceptable use of our Network, Website or Services, please contact our Customer Support by sending an email to [sales@Fibrus.com](mailto:sales@Fibrus.com) or phoning 02890 993230.

You can find more information about our complaint procedures in our [Complaints Code of Practice](#). Alternatively, you can ask us to send a copy of this to you.

## JURISDICTION AND APPLICABLE LAW

If you are a consumer, please note that this AUP, its matter and formation, is governed by Northern Irish law. You and we both agree that if a dispute arises that we cannot settle between us, despite following our Complaints Code of Practice, the courts of Northern Ireland will have exclusive jurisdiction except that if you are a resident of England and Wales you may also bring proceedings in England and Wales, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business this AUP, its subject matter and formation is governed by Northern Irish law. If a dispute arises that we cannot settle between us, despite following our Complaints Code of Practice, it will be decided in the Northern Irish courts.

## **CHANGES TO THESE TERMS**

We may update or change this AUP at any time. You should check it (on this page) from time to time to take notice of any changes we made, as they are legally binding on you. Sometimes a notice or other provision on another part of our Website might replace part of this AUP.

This AUP was most recently updated on [DATE].

## **DATE**

This AUP is effective from 1<sup>st</sup> of May 2020