

Hull Fibre Acceptable Use Policy

This policy outlines what we consider to be acceptable use of our services and the action we will take if you break these rules. Our terms and conditions also apply to your use of our services.

1 Who is Hull Fibre

We are Hull Fibre Ltd (Hull Fibre), registered in England and Wales under company number 13856294 and we have our registered office at Hull Fibre, 2 Saxon Business Park, Owen Avenue, Hessle, HU13 9PD

2 Amendments to this policy

We may amend this policy from time to time. Please check this policy on our website on a regular basis to ensure you understand the most up to date policy that applies at that time. This policy was most recently updated on 02 March 2022.

3 Your responsibility as a customer:

3.1 By entering into an agreement with Hull Fibre, you agree to the terms of this policy, you will comply with this policy, and you will only use our services for legitimate private, personal and domestic reasons.

3.2 Any level of usage that impacts the performance of our network or the quality of service that we provide to other customers will be considered a breach of this policy.

3.3 Any use of our service(s) that is disproportionate excessive to that which would be expected from domestic use will result in us contacting you about your usage.

3.4 You are responsible for the use of this service by anyone who has access, regardless of whether they have your permission. Security risks may result in your service being temporarily suspended.

3.5 Any use of our services for commercial or business purposes must be done so via our business tariffs. Domestic connections for business use is prohibited and could result in your service being disconnected.

3.6 You agree to make us aware as soon as you believe that you or anyone else using your service may have broken the terms of this policy.

3.7 Below we have outlined some examples of usage and behaviour that we deem unacceptable. This is not an exhaustive list:

(a) malicious use, including the spreading of viruses, trojan horses, keystroke loggers, spyware, adware, spam and other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware and other security risks;

(b) fraudulent use, including the use of any of our services with the intention to defraud another person/s or take advantage of them in any way;

(c) piracy, including any unauthorised use, reproduction, or distribution of any content without the appropriate permission.

(d) viewing, sharing, or collecting any content that is deemed to be offensive to others;

(e) harmful to minors in any way;

(f) reselling our services to others without our permission;

(g) using our services, or permitting others to use them, in a way that is unlawful, illegal or to the detriment of other users, or in any way that breaches any applicable local, national, or international law or regulation;

(h) damages our reputation or that of our partners;

(i) breaches of third party rights (including any third-party intellectual property rights);

(j) bullying, insulting, intimidating or humiliating behaviour;

(k) knowingly send, receive, upload, download, use or re-use any material which does not comply with this policy.

3.8 If you do not agree to this policy, you must inform us immediately and we may stop or suspend providing you our services, in line with our terms and conditions.

3.9 You agree to download or print this policy for future reference if required.

4 What we will do if we feel that these rules have been broken:

4.1 We may contact you using the details we have on our systems if we believe that someone using your service has broken these rules.

4.2 Failure to comply with this acceptable use policy constitutes a material breach of the Hull Fibre terms and conditions upon which you are permitted to use our services.

4.3 We reserve the right to take any of the following courses of action without notice if we believe someone using your service has broken these rules:

- (a) an immediate suspension of your service(s)
- (b) an immediate restriction of the service(s) we provide to you;
- (c) a full disconnection of service(s);
- (d) termination of contract;
- (e) legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

or

(f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

4.4 We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

5 How to contact us:

5.1 If you want to clarify any of the point in this policy, you can contact us in any of the following ways:

- (a) call us on 01482 574574
- (b) email us at: hello@hull-fibre.co.uk
- (c) write to us at: Hull Fibre Ltd, 2 Saxon Business Park, Owen Avenue, Hessle, HU13 9PD

5.2 If you need to report an issue that you believe may have contravened this policy you should contact us on 01482 574574.

6 Disputes

6.1 If you are a consumer, please note that the terms of this policy, subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.