

NTE Limited – Fair and Acceptable Usage Policy

1. Introduction

This document details all the uses of NTE Limited's Services that we consider unacceptable – in other words, unfair usage. By Service(s) we mean:

- any internet service(s) we provide to you the Customer, including but not limited to; ADSL, ADSL2+, Annex-M or SDSL broadband products, Fibre to the Cabinet (FTTC), Fibre to the Premises (FTTP), G-Fast, Ethernet First Mile (EFM), EoFTTC, GPON, or Leased Line (Ethernet);
- any fixed and/or virtual network service(s) we provide to you the Customer, including but limited to PSTN, ISDN, Inbound, VoIP or SIP services, phone numbers, call products, call tariffs and/or call bundles.

You will also find more information about your responsibilities to keep our Services and network secure at the end of this document.

2. You understand and accept

- You must ensure that anyone using your account to access NTE Service(s) agrees with this Fair and Acceptable Usage document (the 'Policy') and is aware of their obligations under it;
- You agree that the Service(s) must only be used for legal activity that is in furtherance of your business aims. When using our Service(s), you must comply with all applicable laws, legislation, regulations, codes of practice or requirements of any relevant Government, Governmental agency, court, regulator or equivalent body;
- Compliance with this Policy is a contractual requirement and NTE reserve the right to suspend or terminate any or all the Service(s) we supply to you if you contravene this Fair and Acceptable Usage Policy and/or we are instructed to do so by an authorised Government agency, emergency service organisation, court, regulator or other authorised organisation including another Service Provider. Under these circumstances, NTE is not liable to pay you compensation and you may be charged for any reasonable costs and expenses we incur in suspending the Service(s) including any third-party cancellation fees;
- You agree to indemnify NTE against all losses, liabilities, costs (including legal costs) and expenses which NTE may incur as a result of any third-party claims against NTE arising from, or in connection with your misuse of the Service(s) or breach of this Policy;
- The Service(s) provided by NTE were not designed for the Customer's individual requirements, and it is up to the Customer to decide if the Service(s) provided by NTE are of satisfactory quality and fit for the purpose for which they are used. NTE gives no warranty or guarantee that the Service(s) are satisfactory or suitable for the Customer's purposes;
- NTE cannot provide a fault free or uninterrupted service and gives no warranty that its network or Service(s) shall be continuous or will be free from faults, defects or errors. NTE will, however, take steps to ensure its network and Service(s) are reasonably fault, defect and error free, and that service is reasonably available subject to routine and emergency maintenance outages and outages outside NTE's reasonable control.

3. Unacceptable Use

Our Service(s) may not be used:

- For accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being resolved into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing or offensive or otherwise exceeds the bounds of generally accepted standards of good taste and ethics;
- For creating, transmitting or storing material that is designed or likely to cause annoyance, inconvenience or needless anxiety;
- For creating, making or attempting to create or make, false, nuisance or hoax calls to emergency services or any other person;
- For transmitting or attempting to transmit any material in violation of export control legislation or regulation;
- For creating, transmitting or storing defamatory, slanderous or libelous material;
- For transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;
- For transmitting unsolicited commercial or advertising material in breach of the General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as any of the foregoing may be amended or replaced) or of any other applicable legislation and regulation dealing with electronic privacy and marketing;
- For attempting or establishing unauthorised access to or facilitating a breach in the security devices of machines resources or networks, or interfering with service to any user, host or network (referred to as “Denial of Service” or “DOS” attacks), network scan or other possible hacking activities without the prior consent of the owner of that machine, resource or network. For the avoidance of doubt, written permission must be obtained from NTE for any ‘port scanning’ activity and subject always to performance of permitted scans at the scheduled date and time agreed by NTE. NTE will require a copy of the written consent received from the target of the port scan authorising the activity. NTE reserve the right to refuse any port scanning activity;
- For deliberate activities with any of the following characteristics: corrupting, destroying or adversely affecting availability of other users' data; corrupting, destroying or adversely affecting availability or functioning of other users' systems or equipment, violating the privacy of other users; and other misuse of our systems or networks, such as for the introduction of "viruses", malware or harmful code, scripts or routines of any nature whatsoever;
- In any instance where your use is likely to cause damage or injury to person, property or business may occur if any error occurs, and you assume all risk for such use and will indemnify NTE in respect of all losses, costs, expenses and damages it may incur; or

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- In any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or to others.
- For granting access to your NTE Service(s) to others not residing at or located at the premises at which these Service(s) are provided. For the avoidance of doubt, NTE prohibits Customers from sharing log-on details.
- For circumventing the user authentication or security process of a host or network.
- For configuring your PC as an open relay system.
- For sending data via the internet which has forged addresses, or which is deliberately constructed to adversely affect remote machines.
- Any use which would contravene the Computer Misuse Act 1990 (as amended or updated) or any equivalent or similar legislation.
- Where our Service(s) are used to access another network, any abuse of the acceptable use policy of that network will also be regarded as unacceptable use of our Service(s).

4 Responsibility for Content

- Only you control the content you upload or download using the NTE Service(s). NTE are unable to exercise control over the content of information passing across our network, and accordingly we cannot take responsibility for material created on, or available through our Service(s), unless it appears on our own site.
- We are not responsible for the content of websites linked to our own site. Such links are provided as navigational tools only.
- We do not monitor other sites, but when it is brought to our attention that sites on our network may be operating in breach of this policy or any law, we reserve the right to monitor and take action against these sites, in which case we will co-operate fully with any relevant authority in bringing the misuse to an end. You will immediately remove any material that we feel contravenes this Policy or our Terms and Conditions upon being asked to do so, if you fail to do so we reserve the right to remove and permanently dispose of such content. We and our third-party suppliers exclude liability of any kind for the transmission or reception of infringing information of whatever nature.
- You may not use any Service to send any offensive, indecent or harassing message to another user of the internet including any message which is offensive to people on the grounds of but not limited to gender, race, colour or religion.
- You may not use any Service to send messages for the purpose of fraud and/or with the intention of committing a criminal offence.
- You must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the internet. As well as being in breach of your contract for the service, such hacking or attempted hacking is a criminal offence.
- You must ensure that your use of mailboxes does not adversely affect the proper functioning of our network and /or Service(s) including where mailboxes receive large volumes of undeliverable mail and/or

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have forwarders set to other mailboxes where mail cannot be delivered or have forwarders or auto-responders that generate circular loops.

- You will not use the Service(s) to facilitate, publish send or cause to be sent or forwarded:
 - a) either large numbers and/or large messages, or a message irrespective of size at such frequency that it causes the recipient annoyance, and/or causes the recipient's mailbox to become unable to cope with the volume of email traffic directed at it and disables said mailbox.
 - b) chain letters, unsolicited commercial or Bulk Email or any other form of email or Usenet "abuse". This applies to material which originates on your system as well as third party material which passes through your system. NTE reserves the right to block any emails that have the characteristics of Spam. Any spamming activity may result in suspension or termination of your service at NTE's option and sole discretion; or
 - c) Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by NTE or any other Internet user or person.
- Monitoring or recording the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises.
- Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.
- You must not, by using the service, possess or transmit illegal material. You should be aware that as the internet is a global network, some activities/material which may be legal in the UK, may be illegal elsewhere in the world and vice versa. When you visit a website, a copy of the visited pages is stored on your PC in the web browsers' cache files. Storage of illegal material in this way may well be a criminal offence, as well as contravening this Policy. If you are in any doubt as to the legality of anything, don't do it and take independent legal advice before proceeding.
- You will not create or produce a header or document that shows any message as originating from anywhere other than its true point of origin, or that causes replies to any message to be directed to a machine to which you neither have a right nor permission to cause replies to be directed.
- You will not use your own personal or corporate website to publish or distribute spamming software, lists of personal or corporate email addresses (except where each and every addressee has given their express permission) or any personal data, except where such data is in strict accordance with the Data Protection Legislation, and all other applicable regulation and legislation.
- You will not use unsolicited email messages or cause such to be used in order to draw attention to, promote, or otherwise advertise your website.
- We may suspend one or more of your Service(s) if it is the repeated target of a Denial of Service/DoS attack or similar attack. The provisions of this clause will be enforced whether it is a direct or indirect result of your actions or even if not resulting from any action by you. If you receive three or more attacks against a product or service, then it may be necessary on occasion to terminate your Service(s) with us.

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5 Fair Usage Limits

You agree to be bound by our fair usage limits for the Service(s). We reserve the right to suspend or terminate any or all the Service(s) we supply to you if you contravene the fair use limits shown below.

Fair usage limits – call plans

NTE provide a mix of capped call plans (where we charge for the excess calls made above the agreed number of minutes) as well as unlimited call plans. For those Customers with unlimited call plans, if during any monthly billing period you exceed 5,000 landline minutes and/or 3000 UK mobile minutes usage per site we may suspend your service and offer you an alternative call plan applicable to your usage. If having offered, you an alternative you do not agree to move to the new call plan we reserve the right to terminate your service immediately. Termination charges apply. The use of automatic diallers is not permitted and NTE reserve the right to terminate your call plan and return your business to standard call rates should they be used.

Fair usage limits – broadband service(s)

NTE is committed to providing users with high quality data services suitable for business use. We manage and monitor bandwidth very carefully. As with all broadband offerings the available bandwidth is contended across all users. If a group of users uses a disproportionately large amount of bandwidth (i.e. through download or transfer) then this may negatively impact the available bandwidth for the rest of the users, potentially degrading the service for all users and drive up the cost of delivering the services to the aggregated base.

NTE provide a mix of capped broadband services (where we charge for the excess data used above the capped rate) as well as unlimited or un-metered broadband services (where we do not charge for the total data transferred) it is therefore important that all Customers use these services fairly.

Please read and understand your obligations relating to the use of your broadband service.

- **Broadband products with a data usage cap**

On broadband products marked with a defined usage allowance or 'cap', usage charges will apply per gigabit over the allowance limit at the prevailing chargeable rate. For each 1GB or part thereof, used over the cap, the charge will be £0.50p per GB. Part GB usage will be rounded up to the next full GB for the purposes of calculating the charge. NTE will measure data usage at the end of each calendar month and if data usage has exceeded any specified cap, usage charges will be calculated and applied in the next Customer bill.

Any Customer using more than twice their allowable monthly data allowance will be contacted by phone and/or email and advised of their usage. If their average daily usage does not drop to acceptable usage levels within 3 working days, their service will be restricted. Restriction will be lifted when the Customer confirms, in writing, their intent to adhere to this policy.

If you persistently download more than the agreed cap rate, we reserve the right to move you on to a more suitable package. You will have to pay the increased package price and will not be able to move back to a product with a lower capped rate. Your service may be restricted while we migrate you to a more suitable product.

- **Unlimited Broadband Products**

Unlimited Broadband products which have no allowance are governed by the fair usage limits below unless this is expressly communicated at the point of sale.

- NTE Unlimited Broadband services are not expected to transfer more than 200GB of data during a calendar month.

- NTE Unlimited Fibre and NTE Unlimited Full Fibre broadband services are not expected to transfer more than 500GB of data during a calendar month.

Any Customer with an unlimited broadband product who uses more than 100% of their fair usage limit within the calendar month will be contacted by phone and/or email and advised of their usage. If their average daily usage does not drop to acceptable usage levels within 3 working days, their service will be restricted. Restriction will be lifted when the Customer confirms, in writing, their intent to adhere to this policy. NTE reserve the right to terminate a Customer's account after three infringements of the fair usage limit.

6. Your security responsibilities:

- **Username and/or passwords**

NTE may provide you with an initial username and password. It is your responsibility to ensure that you change such password to one with adequate complexity and security. At all times you are responsible for ensuring that your usernames and passwords remain confidential, so that the network cannot be used by any unauthorised person. The usernames and/or passwords referred to include, but are not limited to, those controlling access to (a) any hardware systems or networks; (b) any software or applications; or (c) any other services accessed by you in the use of any of the above.

You shall not disclose any username or password to any third-party or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the Service(s) for which you do not have access rights.

You are responsible for taking all steps necessary to prevent a third-party obtaining access to the network, including using adequate cybersecurity measures, regular password changes and choosing passwords of adequate complexity. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

- **Sharing logon details**

NTE prohibits Customers from sharing details.

- **Setting up your mail server**

If you choose to run an SMTP mail server on a private network on your premises you must ensure it is configured correctly, so as only to accept mail from your private domain. As NTE do not block any ports it is vital that you configure your network securely, you are fully responsible for security in your own network and failure to secure it properly will result in your disconnection from NTE Service(s).

- **Externally accessible services**

You are responsible for securing the external access to services located on your private network. These may include web and database servers which can be particularly vulnerable without proper configuration. We would strongly recommend that any services that are externally accessible are regularly security checked to ensure vulnerabilities are kept to a minimum.

- **Internet connection sharing**

If you share the resources of your internet connection over a private network on your premises, you must make sure that your network is secure and that any internet connection sharing software that you are using does not permit access from outside your network. This is especially important if running an "Open Proxy Server". This is because an "Open Proxy Server" will allow other users of the

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internet to exploit your internet connection and use it as if it were their own. For example, an external user could access your local network or send unsolicited e-mail(s) that would appear to come from you.

- **Equipment security**

You are responsible for ensuring that any physical and/or virtual equipment connected to NTE Service(s) is secure, so that the network cannot be used by any unauthorised person. If you have not done so we would strongly recommend that you seek professional advice and request a security audit and update from your equipment supplier or maintainer. Phone systems or PBX can be particularly vulnerable to dial through fraud, for more information see <https://www.getsafeonline.org/businesses/dial-through-fraud/>.

7 Unauthorised use of your account

You agree that you are responsible for all uses made of the Service(s) through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew, did not know or should have known about it; whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others; or allowed any unacceptable use to occur by omission. You agree that NTE is not responsible for any usage of your Service(s). Although the Internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via NTE's Internet service is appropriate for you and others in your household or office to view or use.

You accept and acknowledge that the Service(s) are not guaranteed to be secure. Security of equipment and access to your Service(s) is your responsibility. While NTE will always make best efforts to detect any fraudulent activity quickly, NTE do not accept responsibility for any losses which your business might incur as a result of unauthorised use of your Service(s).

8 Avoiding abuse

Taking the following steps should help you to protect yourself from becoming a victim of abuse and fraud while connected to the Service(s). For more information about Internet fraud see www.actionfraud.police.uk.

- Ensure that you are running a good quality virus detection application. Most of these applications can detect hackers as well as viruses. Hackers are people who try to hack into your computer to either cause mischief or find your passwords and usernames. If you keep sensitive information on your computer, it is worth using encryption software to protect it, and ensuring it is regularly backed up.
- While connected, do not publicise your IP address. This is the unique ID that your ISP allocates you while you are connected to the internet. This is especially important if you are using applications such as CHAT, IRC (internet relay chat) or video conferencing using a directory service.
- Most people spend their online time finding internet software applications to run while online. Be careful what you install. Before installing software of unknown origin, ask yourself whether you trust the writer/source. Most computer viruses and malware are installed unknowingly while installing shareware or freeware applications that are supposedly designed to make your life easier. If in doubt, don't do it.
- Ensure that any equipment connected to NTE Service(s) is secure. Request a security audit/update from your equipment supplier or maintainer and implement all recommendations.

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9 What happens if the Policy is breached?

If any use of these Service(s) constitutes a breach of this Policy, NTE may, at its option and discretion, either give the Customer notice to stop the unacceptable use(s) or terminate that Customer's Service(s) (with or without notice as NTE considers appropriate).

10 Service restoration

A suspended account may be restored at NTE's discretion, upon receipt of a written undertaking by the abuser not to commit any future abuse. All cases are however considered by NTE on their individual merits. To appeal against a decision please email support@nte.works.

NTE supports the Internet Watch Foundation (IWF). The IWF is the UK hotline for the public to report potentially illegal website content relating to child abuse, together with material of an unlawful nature. For more information about the IWF and its services please visit <http://www.iwf.org.uk>.

To report any illegal or unacceptable use of NTE Service(s), please send an email to support@nte.works.

- End V3