



Our Fair Usage Policy

Updated 6 October 2021

Any terms in capitals not defined in this Fair Usage Policy will have the same meaning as in your Contract. This Fair Usage Policy applies to you and anybody you allow to use our Services. Any reference to "we" or "our" shall be interpreted to mean WeFibre Ltd (registered number 12214853). Any reference to "you" shall be interpreted to mean you and anybody you allow to use our Services. You are responsible for the use of the Services by any person you allow to use them.

Regardless of which Service you have subscribed to, this Fair Usage Policy will apply to you and those whom you allow to use our Services.

How we update our Fair Usage Policy

We may need to change our Fair Usage Policy to adapt to our customer's needs. Our latest Fair Usage Policy will always be posted on our website so please keep checking for updates.

Usage caps

There is no usage cap on your Services. They are uncapped.

Excessive use during peak time and traffic management

We will monitor your internet usage during peak times from 6pm to 10pm daily. This is when the majority of customers use the network and when speeds could be affected by the excessive usage of a minority. If we consider that your usage is excessive during peak times, we may slow down your connection for the rest of the day so that it has less effect on others. If you are affected, we will only slow down the speed you can get during peak times for applications which use a lot of bandwidth (for example, streaming, peer-to-peer and newsgroups) and which have a negative effect on other customers. You will still be able to use the internet to do other things normally such as browsing and using email, instant messaging and VOIP. There are no restrictions in place outside of peak times.

Web filtering

We may, upon instruction from your accommodation provider, and in line with their fair usage policies, filter access to certain websites through its web filtering service. If this service is activated, a screen message will be displayed when you attempt to visit a website address restricted and/or blocked by your accommodation provider.

Don't use the internet illegally

You may not use our Services to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any law;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third-party rights (including any third-party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our name and/or reputation, the name and/or reputation of your accommodation provider (if applicable), or the name and/or reputation of our sub-contractors or agents.

We do not filter other content which you may find distasteful, such as "adult" material. If you are concerned about such content, we recommend that you consider installing additional software on your device to prevent access to inappropriate websites or content on the internet.

Do not violate anyone's systems or network security

You must not use our Services to violate our network security or any third-party's system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system, or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate our network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this Fair Usage Policy or any acceptable use policy of another internet services provider.

You must not connect Our network to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Fair Usage Policy. You must not adapt, modify, decompile, or reverse engineer any part of our Services. You are responsible for all materials and/or data originating from the devices and/or networks that you have connected to our network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this Fair Usage Policy once notified of such activity by us.

Messages

You must not send messages to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending messages to another user after receiving a request to stop.

You must not send unsolicited bulk messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities for or assist in any way any website, email address, or any other online service which is advertised or promoted by means of unsolicited bulk messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false message headers or alter the headers of messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any message you send is from, authorised or endorsed by us or relates to us.

We may scan your incoming messages for viruses and remove any messages from our network which contain viruses. You are advised to install appropriate anti-virus software on your device.

We may scan your incoming messages for spam and delete any suspected spam.

World wide web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to our network using the Services. You must not use world wide web pages within or outside our network to violate any part of this Fair Usage Policy or to disrupt or attempt to disrupt another internet user's internet experience.

How do you make a complaint?

If you wish to notify us of a breach of this Fair Usage Policy, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via the Services, please email us at the address shown on our website.

If you have breached this Fair Usage Policy

If you have breached this Fair Usage Policy or we, or a third party, reasonably suspect that you may have breached this Fair Usage Policy, we will notify you by email (provided that this notification does not prejudice any investigation).

We may also:

- block any electronic communication that we reasonably consider has breached this Fair Usage Policy;
- immediately suspend your access to the Services until such time as we are satisfied the breach has stopped;
- immediately end your Contract;
- notify and/or pass on the details of the breach of the Fair Usage Policy to any relevant government, statutory, self-regulatory or law enforcement authority;
- investigate the alleged breach of the Fair Usage Policy, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material from Our network or on our servers;
- remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material from Our network and/or on our servers; or
- suspend some or all of your email tools (if any).

We will, subject to the terms of applicable data protection laws, use your personal data and other account information we hold in connection with any investigation carried out by WeFibre in accordance with this Fair Usage Policy, including by disclosing it to any third-party authority that WeFibre considers has a legitimate interest in any such investigation or its outcome. We will use such personal data in accordance with the terms of our privacy notice, a copy of which can be found at: www.wefibre.com/privacy/.