highlandbroadband.com

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Acceptable Usage Policy

INTRODUCTION

- Any terms in capitals not defined in this broadband fair and acceptable usage policy ("**Policy**") will have the same meaning as in the terms and conditions of your contract with us. This Policy applies to you and anybody you allow to use the Broadband Services. Any reference to "you" shall be interpreted to mean you and anybody you allow to use the Broadband Services. Any reference to "we", "us" or "ours" refers to Highland Broadband Networks Limited.
- You are responsible for the use of the Broadband Services by any person you allow to use it including anyone who accesses the Broadband Services because you have removed the wireless encryption security on your Wireless Router or anyone to whom you have provided your wireless encryption key.

UPDATES TO THIS POLICY

- The way our customers use the Broadband Services is changing all the time so we may need to change our Acceptable Usage Policy to adapt to our customer's needs. Our latest Acceptable Usage Policy will always be posted on our website at https://www.highlandbroadband.com/acceptable-usage-policy so please keep checking for updates.

PURPOSE OF THIS POLICY

- All of our products are subject to an Acceptable Usage Policy. The purpose of the Policy is to ensure we are providing a fair and sustainable broadband service for all our customers.
- Customers whose usage exceeds what is reasonably expected can create additional downstream costs to manage this volume.
- This policy is intended to outline situations where we may alert you to excessive usage and the steps you may need to take.

DATA USAGE

- If your data usage is significantly out of line with that expected of a residential customer, we may initially provide you with a written warning advising you of this.
- Any notification will recommend you reduce your use or upgrade your package to one that better aligns with your usage.
- If, after you have been notified, you do not reduce your usage or upgrade your package, we reserve the right to take action to suspend access to our service or automatically upgrade your package to one in line with your data usage.
- We use https://openvault.com/broadbandtracker/ as the reference point for defining average usage. We allow for a +10% tolerance on all broadband packages apart from our PureFibre 900 and our 1000Mbps equivalent packages, which have a +50% tolerance. There is no limit on data usage for our PureFibre 2000 and Ultimate Packages.
- Bespoke Business packages will have specific data usage restrictions tailored to their business requirements, which will be agreed upon at the point of contracting.

VoIP USAGE

- Our VoIP Service is subject to a monthly limit of 1,000 free call minutes. Calls made will be deducted from your inclusive minutes allowance in one-minute increments, with any part minutes rounded up to the next whole minute.
- Outbound calls lasting over 60 minutes are outside of your free call minutes.
- We reserve the right to apply charges for calls outside of your inclusive call allowance. These will be charged at the rates set out in www.highlandbroadband.com/, based on the duration of each call. Calls to freephone and emergency services are not subject to this limit.

ACCEPTABLE USE

- We permit you to use Highland Broadband Network Limited's services only for the purposes agreed at the time of your order, which depends on whether you are a Domestic Customer or a Business Customer. Use of Highland Broadband's services in any other way, including in contravention of any restriction on use set out in this Policy, is not permitted. If you do not agree with the terms of this Policy, you may not use Highland Broadband's services.
- The Broadband Services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom.
- We recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet. It is your responsibility to do this to help protect your devices and information.

RESTRICTIONS ON USE

- Our Broadband Services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom ("**Laws**").
- You may not use our Broadband Services to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

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

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

    1. 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;

    2. unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or

    3. 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):

    1. programs containing viruses, worms, corrupted files, hoaxes, trojan horses or any other items of a destructive or deceptive nature;

    2. tools designed to compromise the security of other sites;

    3. programs or services designed to send or facilitate the sending of unsolicited advertisements; or

    4. programs or services designed to encourage or facilitate a breach of this 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 Policy.

- You must not adapt, modify, decompile or reverse engineer any part of Highland Broadband Networks Limited.

OTHER PROVISIONS

- You are responsible for all materials and/or data originating from the machines 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 Policy once notified of such activity by us.

- We will use your personal data and other account information in connection with any investigation carried out by us in accordance with this Policy, including by disclosing it to any third party authority that we considers has a legitimate interest in any such investigation or its outcome. For more information about how your personal data is processed, please see our Privacy Policy https://www.highlandbroadband.com/privacy-policy/.