

## FAIR AND ACCEPTABLE USAGE POLICY

### 1. INTRODUCTION

We are Giganet Limited, a company with registration Number 03401975 and VAT number GB873856866, having its registered office and principal place of business is at 6th Floor 33 Holborn, London, England, EC1N 2HT (“**Giganet**” “**us**” or “**we**”).

This Fair and Acceptable Use Policy (“**Policy**”) governs how you may access and use our network, Services and Equipment. By using the Giganet internet services (“**Services**”), you agree to comply with this Policy.

### 2. FAIR AND ACCEPTABLE USE

This Policy includes details of usage of our Service that we consider to be unacceptable and/or unfair and also sets out your responsibilities to help keep our network secure. Please ensure that anyone using the Services is made aware of and complies with this Policy. This Policy applies to family members, employees, office workers or guests or anyone accessing the Service through your connection whether knowingly or otherwise.

### 3. GENERAL

- 3.1 You must use our Services in good faith and in line with what would generally be considered to be typical usage for the type of Service you have purchased.
- 3.2 Unless we have expressly agreed that you are entitled to do this, you shall not resell the Services or share the Services with anyone for profit or otherwise.
- 3.3 You are responsible for:
  - 3.3.1 the way the Services and any equipment or products supplied by us to you as part of the Service (“**Equipment**”) are used and you must comply with all applicable laws and instructions from us in relation to the Services and/or Equipment;
  - 3.3.2 obtaining and paying for any third party services, permits or licences needed for connecting to and accessing our Services and Equipment. We may require you to enter into a separate licence with the owner of any software we provide to you (as part of the Services) where the software is not owned by us; and
  - 3.3.3 the configuration of your internal network. Any interruption to the Services resulting from that configuration shall not be regarded as an interruption or suspension of the Services provided by us.
- 3.4 You may use the Services to link to other networks world-wide, provided you comply with any policies or terms and conditions imposed by the operators of such networks at all times.
- 3.5 You must not do any of the following acts or allow anyone else to do the following acts in relation to the Services and/or Equipment:
  - 3.5.1 breach any applicable law, commit fraud or any other criminal offence;

- 3.5.2 send, receive, publish, post, distribute, disseminate, encourage the receipt of, upload, download, record, review, stream or use any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or which results in a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- 3.5.3 cause annoyance, inconvenience or anxiety to anyone else;
- 3.5.4 send or provide unsolicited advertising or promotional material ("spam"), or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party. Business customers are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003 if sent in batches of no more than fifty (50) emails at any time, provided each individual campaign is sent to no more than five hundred (500) recipients, with no more than five (5) campaigns per month;
- 3.5.5 use the Services or equipment in a way which could harm the Services or equipment, or which could negatively affect our business or reputation or our other customers;
- 3.5.6 breach any third-party licences which apply to the Services or Equipment;
- 3.5.7 copy or modify any software unless you are legally allowed to;
- 3.5.8 carry out activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, or falsifying the origin or source of any software or other material;
- 3.5.9 circumvent any security measures relating to the Services;
- 3.5.10 perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing;
- 3.5.11 knowingly or negligently transmitting or uploading electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which are known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications Equipment owned by Giganet or its suppliers and providers or any third party;
- 3.5.12 carry out activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- 3.5.13 do anything that may disrupt or interfere with Giganet's, its suppliers or provider's network or services or cause a host or any network to crash;
- 3.5.14 launch "denial of service" (DoS) attacks; "mail bombing" attacks; or "flooding" attacks against a host or network;
- 3.5.15 grant access to your Giganet Services to others not residing at the property at which these Internet services are provided;
- 3.5.16 circumvent the user authentication or security process of a host or network;
- 3.5.17 knowingly create, transmit, store or publish any virus, Trojan, corrupting programme or corrupted data;
- 3.5.18 monitor or record the actions of any person entitled using your connection without their knowledge or any person or thing outside of your premises including, without limitation, any public highway or roadway or another person's business premises; or
- 3.5.19 collect, stream, distribute or access any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

#### 4. RESPONSIBILITY FOR USERS

4.1 As an account holder, you take full responsibility for the compliance with this Policy by both yourself and anyone using the Service via your account, whether or not things are done with your knowledge or consent. This means that as an account holder, you take full responsibility for any of the following in relation to your account:

4.1.1 any materials or content accessed or put on the Internet;

4.1.2 what anyone says or does on the Internet;

4.1.3 materials or data on equipment that are connected to our Services (see also the Security section below); and

4.1.4 websites or pages posted on the internet using our Services.

4.2 You can take steps to help prevent other people using your account without your knowledge or consent by complying with the Security requirements set out below.

## 5. SECURITY

5.1 You are responsible for taking all reasonable steps necessary to prevent unauthorized third-parties obtaining access to the network, any computer hardware or devices, or any software, systems or applications you use or any other services accessed by you. You are responsible for making sure any computer hardware or devices, any software, systems or applications you use, or any other services accessed by you use are properly secure and password protected with up- to-date and running security software. The reference to devices includes, but is not limited to PCs, tablets, laptops, mobile handsets, printers, any home or business devices and games consoles.

5.2 You must keep all passwords and usernames secure and confidential and not make them available to other people or change them without our permission. You must tell us immediately if your username or password becomes known to someone else. If we have reason to be concerned about access to your account, we may change or suspend your password and username from time to time and we will let you know if we do so.

5.3 You agree that Giganet is not responsible for any of your activities in using the network. It is your responsibility to determine whether any of the content accessed via Giganet's Internet service is appropriate for children or others in your premises to view or use. It is not Giganet's responsibility to filter or make provisions to restrict access to certain websites some may find offence.

5.4 You must keep copies of your own data. We are not responsible for any loss or corruption of your files or data.

## 6. EXCESSIVE USE

6.1 Our residential Service is only to be used for private, personal, and legitimate consumer use, and not for business, commercial or web hosting use other than for home working.

6.2 Regardless of which type of service you purchase from us, you must not make excessive use of our Service by, for example, sending or receiving large volumes of email or excessively large email attachments, downloading large volumes of data including video, TV and/or carry out video streaming, where doing so will place unusual burdens on our

network, detrimentally affect other customers usage of our Network and/or which will result in our network being degraded. If your use of our Service is excessive that results in any of these occurring as determined by us, we may notify you of the excessive use and ask you to reduce your usage.

- 6.3 In more serious cases and/or where you are unable to immediately reduce your usage to acceptable levels, we may limit your network activity or suspend or terminate your Service and may also charge you a reasonable amount for your excess usage.

**Note:** Unless otherwise stated on the Giganet Ethernet circuit agreement order form, ethernet internet circuits provided to business customers are usually provided without any specific data transfer limit, i.e., their usage is unmetered and uncapped. Ethernet circuits are provided with a set committed data rate means the dedicated level of symmetrical bandwidth over an Ethernet Circuit measured in Mbps (“**CDR**”). Customers can use the Service as much or as little as they wish subject to complying with the terms of this Policy and provided, they stay within the CDR of the provided Service.

## 7. EMAIL

- 7.1 We reserve the right to block any E-mails passing through our network that have the characteristics of Spam email. We may contact you to inform you if your emails have been classified as Spam and any spamming activities made by you may result in a suspension or termination of Service.

## 8. OTHER WEBSITES AND SERVICES

- 8.1 The use of our Service or website may result in you using other websites and or services that we do not own or operate. You must follow the acceptable use, privacy policies and other terms and conditions set by the operators of those websites or services. We aren't responsible or liable for the content of any other person's website, platform, apps or services or the use of them by you, even if there's a link to them from our website.
- 8.2 If we identify that device on the end of your connection are causing significant impact to our Service because they have been accessed by others and used to distribute malicious software or other forms of abuse, we reserve the right to suspend or disconnect your Service without notice.
- 8.3 We are under no obligation to monitor the legality of your Service or to acknowledge any responsibility for your actions or inactions.

## 9. PARENTAL CONTROLS

- 9.1 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 are responsible for setting parental controls or any other controls available for the Service and keeping them up to date. When parental controls are on:
- 9.1.1 we limit access to websites we or our supplier believe should be blocked because

- they may be unsafe or unsuitable for you to view or access based on the choices you have made; and
- 9.1.2 websites are sorted for blocking by us or our suppliers. We are not responsible for categorising websites or for you always being able to go to websites which aren't blocked.
- 9.2 Giganet 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>.

## 10. YOUR RESPONSIBILITY

- 10.1 If you become aware of any violation of this Policy by any person, including anyone accessing the Service through your account, you are required to notify us.
- 10.2 In addition, you are responsible for notifying us immediately if you become aware of any other event that may negatively affect our network, including but not limited to, any threatened "denial of service" attack, unauthorised access, or other security events.
- 10.3 To report any such illegal or unacceptable use of Giganet Services, please send an email to [abuse@Giganet.uk](mailto:abuse@Giganet.uk)

## 11. THE ACTIONS WE CAN TAKE

- 11.1 If you have breached this Policy, we will look into the matter and contact you to find out more about what is going on or to share our concerns and/or to give you a formal warning.
- 11.2 In more serious cases, we will suspend or terminate the Service and/or pass any information to law enforcement agencies where we believe it is reasonable to do so.
- 11.3 We will generally attempt to notify you of any activity which it deems to be in violation of the Policy and will request that you take whatever steps necessary to cease such activity. However, we reserve the right to restrict, suspend or terminate your access to the Service without notification.
- 11.4 You agree that we may scan any IP addresses allocated to you for anything which may present a potential risk to our network or to other internet users.

## 12. APPLICABLE LAW

- 12.1 Your Agreement with us is made under English and Welsh law. If a dispute arises that we cannot settle between us, despite following our Complaints Code, it will ultimately be decided in the English and Welsh courts.
- 12.2 You agree acknowledge that other national or international laws may be applicable. A violation of these laws also constitutes a violation of this Policy entitling us to take the steps described in the 'Actions we can take' section above. For example, in the case of

electronic communication, the law of the recipient is applicable to determine whether electronic communication is spam or legitimate e-mail. It is your responsibility to ensure that domestic laws as well as laws applicable in the country of the addressee of the services are being abided by.

### 13. [CHANGES TO THIS POLICY](#)

We may update this Policy from time to time. If we make such changes, we will update the relevant terms on our website and make you aware of the change.

### 14. [CONTACT US](#)

If you have any questions regarding this Policy, details of how to contact us are maintained on the 'Contact Giganet' page of our website.

### 15. [DATE](#)

This Policy applies with effect from 24 October 2021.