



## Colchester Fibre – Acceptable Use policy (Broadband)

This current consolidated Broadband Acceptable Use Policy was published on November 1<sup>st</sup> 2022

### 1. INTRODUCTION

**1.1** This is the Broadband Acceptable Use Policy governing Your use of goods or services provided by Colchester Amphora Trading Limited (Company number 10799072), whose registered office and main trading address is at Rowan House, 33 Sheepen Road, Colchester, United Kingdom, CO3 3WG (“Us”).

**1.2** This Broadband Acceptable Use Policy (as updated from time to time) is incorporated into Your Agreement with Us (as defined here <https://myaccount.colchester-fibre.co.uk/terms/terms-and-conditions-residential-broadband> if you are a residential customer, or as defined here <https://myaccount.colchester-fibre.co.uk/terms/terms-and-conditions-business-broadband> if you are a business customer). It governs how You may access and use the Services and Hardware. The definitions set out in the Agreement shall apply to this Broadband Acceptable Use Policy.

**1.3** This Broadband Acceptable Use Policy applies to You, and any use of the Services or Hardware provided to You (regardless whether You were the person using the Services or Hardware).

**1.4** Defined terms in this Broadband Acceptable Use Policy shall have the meaning given in the Agreement and the same rules of interpretation apply. In addition, in this Broadband Acceptable Use Policy the following definitions have the meanings given below:

<b>Customer Data</b>	means any data (including any personal data) that You transmit, share or upload using the Services or Hardware.
<b>Permitted Purpose</b>	means the use of the Services and/or Hardware in accordance with the terms of Our Agreement with You.
<b>Virus</b>	means any Virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

**1.5** You are only permitted to use and access the Services for the Permitted Purpose. Use of the Services (or any part) in any other way, including in contravention of any

restriction on use set out in this Broadband Acceptable Use Policy, is not permitted. If You do not agree with the terms of this Broadband Acceptable Use Policy, then You may not use the Services or Hardware.

## **2. RESTRICTIONS ON USE**

**2.1** As a condition of use of the Services or Hardware, You agree not to use the Services or Hardware nor permit them to be used:

**2.1.1** for anything other than the Permitted Purpose.

**2.1.2** for any purpose that is unlawful under any applicable law or prohibited by this Broadband Acceptable Use Policy or our Agreement;

**2.1.3** to commit any act of fraud;

**2.1.4** to distribute any Virus;

**2.1.5** to abuse or harass any person, for example by making offensive or threatening comments;

**2.1.6** to send unsolicited communications e.g. spam;

**2.1.7** to simulate communications from Us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

**2.1.8** in any manner that disrupts the operations, business, equipment, websites or systems of Us or any other person or entity (including any denial of service and similar attacks);

**2.1.9** in any manner that harms or may endanger minors or any other person;

**2.1.10** in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;

**2.1.11** to promote any unlawful activity;

**2.1.12** in any manner which may impair any other person's use of the Services or use of any other services provided by the Supplier to any other person; or

**2.1.13** in any manner which alters or damages Our Hardware.

## **3. CUSTOMER DATA AND COMMUNICATION STANDARDS**

**3.1** Any Customer Data or communication made on or using the Services or Hardware by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness (which is determined in Our discretion, acting reasonably). In

particular, You warrant and undertake that any Customer Data and each such communication shall at all times:

**3.1.1** be submitted lawfully;

**3.1.2** be free of any Virus (at the point of entering the Services or Hardware);

**3.1.3** not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

**3.1.4** not promote any illegal content or activity;

**3.1.5** not give the impression that the contribution emanates from or was made by Us, if this is not the case; and

**3.1.6** contain no statement which You know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

#### **4. LINKING AND OTHER INTELLECTUAL PROPERTY MATTERS**

**4.1** As a condition of use of the Services, You agree not to:

**4.1.1** create a frame or any other browser or border environment around the content of the Services (or any part);

**4.1.2** display any of the trade marks or logos used on the Services without Our permission together with that of the owner of such trade marks or logos; or

**4.1.3** use Our trade marks, logos or trade names in any manner.

#### **5. BREACH OF THIS POLICY**

**5.1** When We consider that a breach of this policy has occurred, We may take such action as We deem appropriate.

**5.2** Failure to comply with this Broadband Acceptable Use Policy constitutes a material breach of the Agreement, and may result in Our taking all or any of the following actions:

**5.2.1** We may terminate our Agreement;

**5.2.2** immediate, temporary or permanent withdrawal of Your right to use the Services or Hardware;

**5.2.3** We may issue of a warning to You;

**5.2.4** legal proceedings may be commenced against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

**5.2.5** further legal action may be taken against You;

**5.2.6** disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

**5.3** The actions We may take are not limited to those described above, and We may take any other action We reasonably deem appropriate.