

*Throughout this FUP "HWITS" refers to Highland Wireless & IT Solutions Ltd.*

## **What is a Fair Use Policy?**

It lets you know how to use our internet service safely and legally. All internet service providers have usage policies of some kind. Here's where you can read more about ours.

Our Fair Use Policy covers a range of prohibited activities, but it mainly focuses on the most severe misuse of our service. That's activities that are:

- Illegal
- Unlawful
- Inconveniencing other internet users

To put it simply, it's there to protect our customers and make sure everyone gets the best broadband experience possible. Our Fair Use Policy is all part of our terms and conditions which you accept when you receive a service from HWITS.

## **1. Introduction**

- 1.1 This Fair Use Policy (FUP) specifies actions prohibited by HWITS (Highland Wireless & IT Solutions Ltd) to users of the Internet Services.
- 1.2 You must read this FUP very carefully. It is important. It and our Terms & Conditions are part of your legally binding relationship with us.
- 1.3 "Users" and "you" means customers or anyone else who uses or accesses the services. This FUP outlines the principles that govern use of the systems, services and equipment/CPE (e.g. your antenna and router) provided by HWITS in connection with the services. By using our services, you agree to comply with all parts of this FUP, and we may (notwithstanding our rights of suspension and restriction referred to below) terminate your account if you fail to comply with any of the same.
- 1.4 We may amend, modify or substitute this FUP at any time and any such modification, amendment or substitution shall be posted on our website and become automatically effective upon all users as from the date of posting.
- 1.5 We recommend that you visit our website regularly to check for any updates or amendments to this FUP.

## **2 Highland Wireless & IT Solutions Ltd's right to suspend, restrict or terminate your services**

- 2.1 We will take action if you abuse the services. The actions we may take include:
  - a formal warning to you
  - suspension of your account (with or without notice)
  - restriction of your access to the services (or any part of the services)
  - termination of your account

This is not a full list of the action we may take.

- 2.2 Notwithstanding our right to restrict, suspend or terminate the services, if you breach this FUP and/or our Terms and Conditions you may receive a formal warning from us specifying the unfair conduct and notifying you that repeated breaches may result in the services (or any part of services) being temporarily or permanently withdrawn from you.
- 2.3 If, after you have received a formal warning from us in accordance with paragraph 2.2 above, your conduct continues to breach this FUP, then we will withdraw the services (or part of the services) from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, services or equipment will comply with this FUP.
- 2.4 If such a suspension is imposed, then this may be lifted at our discretion, upon receipt of a formal written undertaking from you not to commit any future relevant abuse. However, all cases will be considered individually (in our sole discretion) upon their merits.

### **3 Use of the services**

- 3.1 We reserve the right to investigate any suspected violation(s) of this FUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the Services.
- 3.2 You must not use the services in any way that is unlawful or illegal or in any way to the detriment of other internet users. You also must not allow anybody using your connection to use the services in any way that is unlawful or illegal or in any way to the detriment of other internet users.
  - 3.2.1 HWITS does not place a limit on monthly network usage. However, in isolated cases where excessive network usage at busy times (9am to 9pm) is having a detrimental effect on other users, we may need to take appropriate action in accordance with the terms of this FUP to notify users of the impact they are having and require them to move some of their activity into a less busy period.
- 3.3 During an investigation, if we believe that a violation of this FUP or our Terms and Conditions has occurred, we may take immediate remedial action. Such action may include temporary or permanent, warnings to the user responsible, and the suspension, restriction or termination of the users account. We will determine what action will be taken on a case-by-case basis. Please note that we have a policy of open co-operation with all relevant authorities and regulators.
- 3.4 In addition to and without prejudice to your obligations pursuant to our Terms and Condition, you agree to comply with (and ensure that others using the services comply with) all applicable laws, statutes and regulations in connection with the services. As the user of record, you are responsible for all use of your account, irrespective of use without your knowledge and/or consent.
- 3.5 You are required to keep your contact details provided to HWITS up to date, which you can do through your Customer Portal. Keeping such records up to date is

important as we may need to send notices or other information to you using the contact information you gave us.

- 3.6 Users are expected and required to review email in their primary mailbox, the details of which were provided to us as part of the services sign up, on a regular basis. This is to enable us to advise you of any significant issues that may affect your use of the services.

#### **4 Use of the material**

4.1 You are prohibited from storing, distributing, transmitting or causing to be published any Prohibited Material through your use of the Services. Examples of "Prohibited Material" shall be determined by us (acting in our sole discretion) and shall include (but not limited to) material that:

- 4.1.1 is threatening, harassing, invasive of privacy, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;
- 4.1.2 infringes or breaches any third party's intellectual property rights (which shall include, but not be limited to copyright, trade mark, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) – this includes the use, distribution and/or copying of any material without the express consent of the owner;
- 4.1.3 is in violation of any law or regulation that is enforceable in the United Kingdom;
- 4.1.4 unsolicited promotional or marketing material;
- 4.1.5 chain letter or pyramid selling schemes; and
- 4.1.6 programs containing viruses, hoaxes or any tools designed to compromise the security of other websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread.

4.2 For the avoidance of doubt, the storage upon and/or distribution over our systems by any user of "pirated" software, or any other materials that are not expressly licensed to the user, will constitute a violation of this section of the FUP.

4.3 We reserve the right to inform and/or report the storage, distribution, transmission, retransmission or publication of Prohibited Material (and/or any other materials, which may constitute unlawful conduct by Users) to the relevant authorities and/or regulators, in addition to any action we may take as outlined in this FUP.

#### **5 System Security**

5.1 You are prohibited from using the services to compromise the security, adversely affect or tamper with our system resources or accounts (including but not limited to those of other users) on our systems, or at any other site accessible via our systems, without the explicit consent of the owner of such account and/or site. Malicious use or distribution of tools designed for compromising security is prohibited.

5.2 The security of the services used by you from property is your responsibility. It is also your responsibility for any negative consequences (e.g. lost or corrupted files) incurred by your failure to employ adequate security measures.

- 5.3 Users are responsible for the security of their own devices that are directly or indirectly connect to our network. This includes, but is limited to: PCs, wired and wireless home networking devices and games consoles.
- 5.4 If we identify that machines on the end of your connection are causing significant impact to our service or are part of a “botnet” (machines hijacked by others to distribute malicious software or other forms of abuse). We reserve the right to disconnect your connection without notice.

## **6 Prohibited uses of Highland Wireless & IT Solutions Ltd’s systems, services and equipment**

- 6.1 Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of HWITS or otherwise) in its lawful use of enjoyment of any of our systems, services or products. Examples of this may include; Prohibited Actions, General Conduct:
- 6.1.1 The sale or resale of our services and products;
- 6.1.2 Any form of on-line advertising or marketing practices – deceptive, misleading or otherwise;
- 6.1.3 Furnishing false data on our sign-up forms, contract or on-line applications, including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability);
- 6.1.4 Trade or business use of the services of any kind unless used during the course of working away from the usual place of work (“home working”). The services are for residential and microbusiness use only. (Micro-businesses are defined as having no more than 5 employees)

### **Prohibited Actions: Systems and Network Security:**

- 6.1.5 attempting to circumvent user authentication or security of any host, network, or account (“cracking”). This includes, but is not limited to, accessing data not intended for the user, logging into a server or account the user is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such a third-party network(s);
- 6.1.6 effecting security breaches or disruptions of internet communications. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging onto a server or account that the customer is not expressly authorised to access. For the purposes of this section “disruption” includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a server, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to “crash” a host;
- 6.1.7 using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a user’s enjoyment of our network by any means, locally or by the internet – including violating the privacy of other users;
- 6.1.8 executing any form of network monitoring which causes the interception for malicious purposes of any data that does not belong to the user.

## **7 Internet Protocol Services**

- 7.1 Users may only provide Internet Protocol Services (“IPS”) within the limits set out in this section.
- 7.2 Users are deemed wholly responsible for any and all network traffic emanating from relevant servers and are required to ensure that such IPS are secured against abuse by third parties. This included (but is not limited to) ensuring that servers are running up to date security patched and are configured so as to not act as relay servers at any time. “Relay Servers” mean servers that can be utilised by another internet user to relay spam, or any other type of abusive network traffic.
- 7.3 In addition to the above, users provision of IPS may not adversely affect any other users of our network (including telephony and internet services). Further, users may not include within and/or distribute via an IPS any content without the express consent of the owner of all relevant rights in such content (including but not limited to intellectual property rights). We reserve the right to monitor network traffic and to take appropriate action as required, including the right to restrict any IPS. An example of such adverse usage could be the consumption of a high proportion of the available upload bandwidth over a significant period of time. We will not offer any technical support for the provision of IPS.

## 8 Email Use

- 8.1 Email usage must be fully compliant with *sections 3 and 4* of this FUP (Use of Services and Use of Material).
- 8.2 We will investigate complaints regarding email and may take action at our discretion, which shall be based on but not limited to the following:
- 8.2.1 you may not use your email to send unsolicited messages to groups of people;
  - 8.2.2 if so requested by us or a recipient, you must desist from posting messages to said recipient;
  - 8.2.3 malicious mail, unsolicited email and unsolicited bulk email is prohibited from being send from or via a HWITS connection. Users must take all appropriate precautions to prevent such use of their machines by third parties. We will not forward mail of accounts terminated for bulk mailing or unsolicited advertising;
  - 8.2.4 chain letters are unsolicited by definition and may not be propagated using the services;
  - 8.2.5 you may not send, distribute, or reply to mail bombs (whether malicious or otherwise). “Mail bombing” is understood as causing individuals to receive large amounts of unrequested email by any means;
  - 8.2.6 users may not construct, alter and/or forge the headers of email messages to conceal the sender’s email address, or to prevent other internet users from responding to messages;
  - 8.2.7 violations of this FUP may result in a large amount of email traffic. If our customers receive so much email that our resources are affected, we reserve the right to take such action(s) as may be necessary (to be determined at our sole discretion) to protect both services and our users, including, but not limited to, deployment of appropriate network security software;

8.2.8 harassment, whether through language, frequency or size of messages sent, is prohibited.

## **9 Complaints and Enforcement**

### **9.1 Complaints**

9.1.1 Complaints regarding the conduct of a user on our network should be sent to [complaints@highlandwireless.co.uk](mailto:complaints@highlandwireless.co.uk) and via all other standard abuse reporting mechanisms. We must be able to verify each instance of abuse, and so each complaint must include the full headers and/or complete body of the message (where appropriate) or other forms of quantitative, supportive evidence. Submitting all relevant evidence in the original abuse report will significantly speed up the resolution of the issue by our Internet Security Team.

9.1.2 Please do NOT send excerpted parts of a message; sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and enable us to determine whether any part of the message has been forged. The information is vital to our investigation.

### **9.2 Enforcement**

9.2.1 We may, in our sole discretion, suspend, restrict or terminate a user's service for violation of any part of this FUP at any time and without warning.

9.2.2 Prior to terminating services as a general rule, we will attempt to work with users to avoid future violations of the FUP and to ensure that there is no reoccurrence of the incident (but it shall not be obliged to do so).

## **10 Highland Wireless & IT Solutions Ltd is not responsible for content**

10.1 We are not responsible for the content of materials and information published by others (including users) that are accessible via the services, and we do not accept liability or responsibility for any such publication.

10.2 At our sole discretion (and without prejudice to any of our other rights pursuant to this FUP and our Terms and Conditions), we reserve the right to remove any materials from any server under our control.