

O2 Home Broadband Fair Usage Policy

The following Policy relates to your use of our Home Broadband Services only. It is designed to make sure we can give you Services that are great value, fast and reliable.

You must make sure that any use of the Services, by yourself or anyone else via your account, complies with this Policy. If you (or anyone else using the Services via your account) breach this Policy, we may:

- (a) give you a notice to stop or moderate the unacceptable use(s); or
- (b) terminate or suspend your Services, with or without notice as we consider appropriate, under the Terms.

This Policy is in addition to the Terms and Conditions for O2 Home Broadband and O2 Home Phone Services (the 'Terms'). Terms which are not defined in this Policy will have the meaning set out in the Terms. If there's any inconsistency between the Policy and the Terms, the Policy will prevail.

1 What you must not do

You must not use the Services for:

- (a) unlawful, fraudulent, criminal or otherwise illegal activities;
- (b) sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- (c) commercial purposes, unless:
 - (i) you are working from home as a sole trader in business on your own account; or,
 - (ii) you are a Business Customer and you use the service only in the ordinary course of your business; and provided that in either case, any such use of the Services is always subject to paragraph (j) below;
- (d) sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters, except if you are working from home as a sole trader in business on your own account or you are a Business Customer and in either case you are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003;
- (e) knowingly or negligently creating, transmitting, storing, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by us or any other Internet user or person;
- (f) activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- (g) 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, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
- (h) anything that may disrupt or interfere with our network or Services or cause a host or the network to crash;
- (i) launching 'denial of service' attacks; 'mailbombing' attacks; or 'flooding' attacks against a host or network;

(j) granting access to the Services to others not located at the premises at which the Services are connected, or, in any way reselling or re-providing the Services to third parties;

(k) making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments; or

(l) circumventing the user authentication or security process of a host or network.

2 What about security?

2.1 You're responsible for ensuring that security information remains confidential, so that the network cannot be used by any unauthorised person.

2.2 The security information includes, but is not limited to, information controlling access to:

(a) any equipment, computer hardware systems or networks;

(b) any computer software or applications; or

(c) any other services accessed by you in the use of either of the above.

2.3 You shall not disclose any security information to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.

2.4 You're responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.

2.5 If you share access with others (for example, your neighbours) any downloads they make will be counted as your use and count towards any monthly download allowance or excessive usage.

3 What about usage by kids, employees and anyone else without you knowing?

3.1 You're responsible for all use of the Services through your account and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that we are not responsible for any of your activities in using the network.

3.2 It's your responsibility to determine whether any of the content accessed via the Services is appropriate for children or anyone else in your household or office to view or use. There is guidance on our Website about how to protect children from unsuitable content.

4 What about excessive network usage and monthly allowances?

If you're a customer that signed up before 6th September 2010, or that has signed up to our Access package at any time after 14 July 2010, then clauses 4.1 and 4.2 apply to you. If you signed up or upgraded to a new package on or after 6th September 2010 then clauses 4.3 and 4.4 apply to you.

4.1 Unless you are a customer signing up or moving to our Access package after 14th July 2010, there is no limit on the monthly network usage. However if we feel that your activities are so excessive that other customers are detrimentally affected, we may give you a written warning (by email or otherwise). In extreme circumstances, if the levels of activity do not immediately decrease after the warning, we may terminate or suspend your Services.

4.2 If you are signing up or moving to our Access package from 14th July 2010 there's a 20GB monthly usage allowance. If you use more than 20GB in any month, we may give you a written warning (by email or otherwise). In extreme circumstances, if the levels of activity don't immediately decrease after the warning, we may terminate or suspend your Services.

4.3 If you have signed up for our Basics package, there is a 20GB monthly usage allowance. If you use more than 20GB in any month, we'll give you a written warning (by email or otherwise). In extreme circumstances, if the levels of activity don't decrease in line with our instructions after the warning, we may terminate or suspend your Services.

4.4 If you have signed up for our All Rounder or The Works packages then you can download as much as you like up to a fair usage limit of around 100GB for the All Rounder or around 250GB for The Works. If you exceed these limits or we feel that your activities are so excessive that other customers are detrimentally affected, we may give you a written warning (by email or otherwise). In extreme circumstances, if the levels of activity don't immediately decrease in line with our instructions after the warning, we may terminate or suspend your Services.

How do we measure your usage?

We monitor your usage every billing month. You can also look at how much data you've downloaded (apart from our Access product) in your online account at o2.co.uk/MyBroadband. There are also hints and tips for keeping down usage here, and on the help section of our Website.

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o2.co.uk

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