

ACCEPTABLE USAGE POLICY (ZKN001)

We want you to enjoy using our broadband, telephone and gaming services (“Services”). But we also want to make sure that you use them in a way that doesn’t harm the rights or safety of others. This is why, like other internet providers, ZYBRE has an Acceptable Usage Policy (“AUP”). This AUP sets out rules for using our Services and our website, www.zybre.co.uk, (“Website”) in an acceptable way, and for keeping the network we use to provide our Services (our “Network”) secure. It also sets out uses of our Services which we consider unacceptable and what we might do if you break the rules in this AUP.

If you have any comments or questions regarding this AUP, or there’s any part of it that you don’t understand, please feel free to let us know by email at hello@zybre.co.uk.

1. ABOUT US

ZYBRE Limited (“ZYBRE”) is an internet service provider (“ISP”). We’re a limited company registered in England and Wales under company number 13380642 and our registered office address is at 20-22 Wenlock Road, London, N1 7GU. We’re regulated in the UK by Ofcom.

2. RESPONSIBILITY FOR USE

In this AUP, when we use “we”, “us” or “our” we mean ZYBRE and when we use “you” and “your” this also includes any other person (for example, anyone at your business premises or home (your “Premises”)) using your account to access our Services, Website or Network. When we use “free” or “unlimited” calls, we mean calls to UK numbers made using ZYBRE’s telephone service, which we don’t charge you for. You can find details of our internet service and telephone service plans and standard tariffs for residential customers in our Guide to Charges and Fees for Residential Customers (ZKN001).

2.1 You’re responsible for any use of our Services and/or Network made through your account with us (your “Account”), whether this is with your permission or not and for any use of our Website. You’re also responsible if this use breaks the rules of this AUP. This would be an “unacceptable use” and is your responsibility even if it happens or is attempted:

- (i) without you knowing or agreeing to it, or;
- (ii) by you contributing to it, or;
- (iii) by you allowing it to happen, or;
- (iv) by you acting alone or with others.

ZYBRE isn’t responsible for any of your activities in using our Network or Website. 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.

2.2 You must always follow the rules in this AUP when you use our Services (as well as all other terms that apply to your agreement for Services with us) or our Website. This means you also need to make sure that anyone else accessing our Network or through your Premises or accessing our Services through your Account knows about and follows these rules.

2.3 When using our Services, you must follow all laws, regulations and other “Applicable Laws” (these are defined more fully in our Residential Customer Terms of Service) that apply to you, and have any authorisation or permissions required by them.

2.4 Some types of material infringe certain laws or regulations. These materials may be illegal to possess as well as to send or publish on the internet. You must not post material which;

- (i) Infringes the intellectual property rights (e.g. trademarks or copyright) of others, or;
- (ii) Is false and could harm someone's reputations, or;
- (iii) Makes us legally liable for hosting that material on our servers.

More information on things you're not allowed to use our Services or Website for is set out in the "Unacceptable Usage" section below.

- 2.5 When using our Services or Website, you may end up on other networks or using other websites or services that we don't own or operate. If this happens, you must follow the acceptable use policies and other terms and conditions set by the operators of those networks websites, and services. We are not responsible or liable for the content of any other person's website, platform, apps or services, even if there's a link to them from our Website.
- 2.6 When you place an order for our Services, you'll have to provide us with an email address. You must keep this email address active and notify us of any change to it within 3 working days of the changes happening. You should do this by changing your email details in your online customer Account. You can access this through the "My ZYBRE" section of our Website. You'll be treated as having read and accepted any email we may send to you at the email address you've provided to us.

3. UNACCEPTABLE USAGE

- 3.1 It isn't possible to set out exactly what makes for an "acceptable use" or an "unacceptable use" of our Services. Our AUP is meant to help you understand the types of use that are unacceptable. The list below doesn't include every use that may be unacceptable to us (there may be others) but should help you understand the sort of behaviour we do not allow or which is illegal.
- 3.2 You may only use our Network, Website and Services for lawful purposes. You cannot use them:
 - (i) in any way that breaks any laws or regulations that might apply (whether in the UK or elsewhere);
 - (ii) in any way that is criminal, illegal, unlawful or fraudulent, or that has any criminal, illegal, unlawful or fraudulent purpose or effect;
 - (iii) to harm or try to harm children or other vulnerable people in any way;
 - (iv) to send, knowingly receive, publish, post, contribute, distribute, disseminate, collect, access, encourage the receipt of, use, upload, download, record, review or stream, use or re-use any material that does not follow our "Content Standards" section below;
 - (v) to send, or cause the sending of, anything related to pyramid selling schemes or any unsolicited communications or unauthorised advertising (like spam or nuisance calls). (If you do this, we can block these materials or communications and you will have broken the rules of this AUP);
 - (vi) to intentionally or negligently send any data, or send or upload material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, corrupted files, or any other harmful programmes or similar computer code designed to harm computer software, hardware or telecommunications equipment owned by us or anyone else. (But you are allowed to pass samples of malware in a safe way to appropriate agencies in order to stop its spread);
 - (vii) to carry on activities that infringe someone else's rights. This includes:

- (a) downloading, installing or distributing software that isn't properly licensed (e.g. pirated software);
 - (b) deleting any author attributions, legal notices or labels/notices of ownership in any file that's uploaded;
 - (c) falsifying the origin or source of any software or other material, or;
 - (d) not properly following the Data Protection Act 1998 (and any laws or regulations that change, add to or replace it in any way) when collecting or using an individual's personal data, as set out in that Act;
- (viii) to monitor or record the actions:
- (a) of any person, who's allowed to be at your Premises, without their knowledge, or;
 - (b) of any person or thing outside your Premises including, among other things, any public highway or roadway or another person's home or business premises; or
- (ix) to collect, stream, distribute or access any material that you know or should reasonably know, is illegal to collect, stream, distribute or access.

3.3 You must also not:

- (i) reproduce, duplicate, copy, sell or re-sell any part of our Website, Network or Services;
- (ii) access without our permission, interfere with, damage or disrupt:
 - (a) any code or any part of our Website;
 - (b) our Network or any equipment or network from which our Services or Website are provided;
 - (c) any software used in providing our Services or Website, or;
 - (d) any equipment, network or software owned or used by someone else, if this is outside what we'd expect of someone using either our Services under a residential or business contract (whichever applies to you) or our Website;
- (iii) do anything that may disrupt or interfere with our Website, Network or Services or cause our Website or Network, or any computer or other device connected to our Network, to crash;
- (iv) launch "denial of service" attacks, "mailbombing" attacks or "flooding" attacks against a network, or a device or computer connected to a network, (including, among other things, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, or any otherwise unspecified form of "denial of service" attack);
- (v) let people, who don't live or who aren't at your Premises, access your Services;
- (vi) make excessive use of, or overload, our Network;
- (vii) avoid the user authentication or security process of a network or a computer or device connected to a network;
- (viii) create, send, store or publish any virus, Trojan, corrupting programme or corrupted data using our Website, Network or Services, or;

(ix) give false information on our on-line applications, sign-up forms or contracts. This would include (but isn't limited to) giving wrong or fraudulent details or information

(a) about direct debits, bank accounts or credit card numbers, or;

(b) in relation to a wayleave or other permission to install our Services at your Premises.

If you do this, we can immediately end your agreement for our Services. You may also have criminal or other liability under law.

4. TELEPHONE SERVICES

If our Residential Customer Terms of Service applies to your telephone service, the following terms also apply.

4.1 You can make unlimited free calls, which are 1 hour or less in length, to UK landline and UK mobile calls (such as numbers beginning in 01, 02, 03 & 07). To be free of charge, you will be making these calls within what we'd expect from you;

(i) as a residential user;

(ii) as a small business (with 10 or fewer employees) customer, using our telephone service at home or for "Home Working" (as described in our Residential Customer Terms of Service).

If any of these calls last over an hour, we'll charge you from the end of the 60th minute, at the standard per-minute charge that applies to that call. If you want your call to stay free after the 60th minute, you should end the call before the free hour is over and then redial the same number to carry on the call. You can do this without limit, if you follow this AUP in all other ways and your call pattern is reasonable overall.

4.2 Please refer to the Guide to Charges and Fees for Residential Customers (ZKN001) for per-minute charge information for all numbers you dial, beginning in 0500, 0800, or 0808.

4.3 Certain types of call are not included in the free calls described above. We will charge you for these at our standard rates. These are:

(i) calls to the Channel Islands (e.g. numbers beginning in 01534 and 01481);

(ii) all international calls (e.g. numbers beginning in 00 except 0044 (UK));

(iii) all Premium Rate Service calls (e.g. numbers beginning in 09);

(iv) calls to Number Translation Services (e.g. numbers beginning in 0845, 0870, 0871, 0844);

(v) all directory enquiry services beginning in 118;

(vi) all other dialling codes, not listed above as free of charge and/or dialled without following this AUP.

4.4 Our telephone service must not be used for:

(i) auto-dialling;

(ii) continuous or extensive call forwarding or call diversion;

(iii) fax or voicemail broadcasting, or;

(iv) continuous or extensive incoming-only calls.

- 4.5 We can immediately stop or change your telephone service if we think you're not using it in a normal way.

All our call charge rates are published in our Guide to Charges and Fees for Residential Customers (ZKN001).

5. INTERACTIVE SERVICES

- 5.1 We may from time to time provide interactive services on our Website, for example, Support Chat conversations, social media and Customer Forums ("Interactive Services"). Where we provide any Interactive Services, we'll give you clear information about the kind of service offered, whether it's moderated and, if it is, the sort of moderation that's being used (e.g. whether it's human or automated).
- 5.2 We'll do our best to work out any possible risks for users (especially for children) from other people when they use any Interactive Services, and will decide in each case whether to use moderation (and what kind this should be). However, we don't have a duty to keep an eye on or moderate any Interactive Services. We also accept no responsibility for any loss or damage caused by someone who uses an Interactive Services but doesn't follow the "Content Standards" section below (whether the Interactive Service is moderated or not).
- 5.3 A child can only use an Interactive Service if their parent or guardian agrees to this. We advise parents or guardians who allow their children to use an Interactive Service to talk to their children about the risks involved with this and about staying safe online.
- 5.4 Where we moderate an Interactive Service, we'll normally tell you how you can contact the moderator, if there's a problem.

6. CONTENT STANDARDS

This section sets out our content standards. These are rules which apply to all material you send, receive, communicate, publish, post, contribute, distribute, disseminate, collect, access, encourage the receipt of, use or re-use, upload, download, record, review or stream using our Network or Services and to any Interactive Services (as mentioned in the above section). We call these "contributions".

- 6.1 As with unacceptable use, the list below does not set out every standard which we may apply to your contributions but helps you understand what your contributions can and cannot contain. The standards apply to each part of any contribution, as well as to the whole contribution.
- 6.2 Contributions must:
- (i) be accurate (where they give facts);
 - (ii) be genuinely held (where they give opinions), and;
 - (iii) follow the laws and regulations of the UK (and of any country they come from) that apply to them.
- 6.3 Contributions must not:
- (i) contain false statements that harm anyone's reputation;
 - (ii) contain any material which is indecent, obscene, offensive, hateful or meant to stir up anger;
 - (iii) promote sexually explicit material;

- (iv) encourage violence;
- (v) encourage discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (vi) infringe any copyright, database right, intellectual property right or trade mark of any other person.
- (vii) be likely to deceive any person;
- (viii) be made by breaking a legal duty owed to another person, (like a duty under a contract or a duty to keep material secret);
- (ix) encourage any illegal activity;
- (x) be threatening, abuse or invade someone else's privacy, or cause annoyance, trouble or unnecessary stress;
- (xi) be likely to trouble, upset, embarrass, alarm, scare or annoy any other person;
- (xii) be used to impersonate any person, or be dishonest about your identity or connection to any person;
- (xiii) give the impression that they come from us, if this isn't true; or
- (xiv) encourage or help an unlawful act, like (as an example only) copyright infringement or computer misuse.

7. SECURITY

- 7.1 You are responsible for protecting the customer ID and password(s) you use to access our Services and your Accounts. You are also responsible for any use of your password (even if you did not allow it).
- 7.2 You shouldn't disclose your customer ID or password(s) to anyone else. If you do, you're responsible for their use of your account. If your customer ID or password is disclosed or used without your permission, you must tell us immediately. You must not use your customer ID or password(s) to use our Network or Website, in a way that we would find unacceptable. Nor should you use them to access or try to access other parts of our Network or Services where we haven't given you permission to do this.
- 7.3 You are responsible for taking all reasonable steps necessary to stop someone else accessing our Network through your Account, where you have not given them permission to do this.
- 7.4 You must protect your computer from viruses, adware, malware and spyware by installing and updating suitable anti-virus and security software. We're not responsible for security problems with your computer, its files, or its applications.
- 7.5 You must keep copies of your own data. We're not responsible for any loss of your files or data.
- 7.6 You must tell us immediately if you think that any part of this "Security" section has been breached.

8. EXCESSIVE USAGE

- 8.1 We don't have a traffic management policy, although we may choose to use one in the future (with or without notice). But our system does flag excessive use and if we believe that your use of the internet, our Network or Services is so excessive that other customers' Services are being

harmed, then we may give you a written warning (by email or otherwise) to reduce your use. If you don't do this, we may suspend or end your Services.

- 8.2 If we reasonably think that your use of our telephone service (including, but not limited to, the total number of calls you make to UK numbers) is excessive and unreasonable, we can, if we wish, limit the free calls you make to UK numbers. We can also, if we wish, charge you, at our standard rate, for all the calls you make to UK numbers, which we think are excessive compared to the number of calls we would expect of a;
- (i) Residential user;
 - (ii) a small business (with 10 or fewer employees) customer using our telephone service at home or for "Home Working".

Before we start charging you for these calls, we will let you know by phone, email or otherwise (using the contact information you have provided to us). Our call charge rates for residential customers are published in our Guide to Charges and Fees for Residential Customers.

9. HOW WE WILL DEAL WITH BREACHES

- 9.1 We can use either human or automated methods to see if you are following this AUP. When you use our Services or our Website, you give us (or our agents or subcontractors) permission to do this by checking your networks and/or machines and your use of our Network, Website and/or Services.
- 9.2 If we think you have not followed this AUP, we may investigate this. We'll try to act reasonably and fairly when we do. If we decide that you have not followed this AUP, we can take action (as set out in the next paragraph) that we think is suitable.
- 9.3 If we find that you have not followed this AUP, you would also have broken our Residential Customer Terms of Service and/or our Website Terms and Conditions. This means we can either deal with the matter under whichever of these documents applies to you or take any of the following actions (with or without notice):
- (i) immediate, temporary or permanent suspension or ending of your Services;
 - (ii) immediate, temporary or permanent removal of any posting or material uploaded by you to the internet using our Services or to our Website whether or not using our Services;
 - (iii) the issue of a warning to you;
 - (iv) legal proceedings against you to fully compensate us for all costs to us (including reasonable administrative and legal costs) resulting from you not following this AUP (this is called an indemnity and makes you 100% responsible for the full amount of any claim we have against you);
 - (v) further legal action against you, and;
 - (vi) the disclosure of any information to law enforcement or other appropriate authorities or regulators that we reasonably think is necessary.

We aren't limited to the actions we've just set out – we can take any other action we think is reasonably appropriate. We don't accept any liability resulting from actions we take because of you not following this AUP.

10. NOTIFICATIONS AND COMPLAINTS

ZYBRE has a procedure for handling reports or complaints about this AUP.

If you're reporting any illegal or unacceptable use of our Services or Website, please give us as many details and as much evidence as possible to help us understand and investigate the problem. This could mean copies of messages and/or headers, full URLs or log files showing unauthorised access to your account, depending on the type of unacceptable use you're telling us about. Please always make sure you include a short description of why you're making the report, together with your name and full contact details.

If you have any comments or queries about our AUP, or want to report an unacceptable use of our Network, Website or Services, please contact our Customer Support by sending an email to hello@zybre.co.uk or by calling 0330 320 2062.

You can find more information about our complaint's procedure in our Complaints Code of Practice.

11. JURISDICTION AND APPLICABLE LAW

Your Agreement with us is made under English and Welsh law. If a dispute arises that we can't settle between us, despite following our Complaints Code of Practice, it'll be decided in the English and Welsh courts. If we choose to, though, we can use the courts where you live (if this isn't England or Wales) or in any other country we think is appropriate.

12. CHANGES TO THESE TERMS

We may update or change this AUP at any time. You should check it (on this page) from time to time to take notice of any changes we made, as they are legally binding on you. Sometimes a notice or other provision on another part of our Website might replace part of this AUP.

DATE

This AUP is effective from 01st July 2021