



Connexin Broadband Usage Policy

Document Reference: CXNWB 002

Version Number: 2.1

Date Created: January 2014



1 USAGE POLICIES

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Agreement. These Usage Policies apply to you and anybody you allow to use Connexin Broadband. Any reference to “you” shall be interpreted to mean you and anybody you allow to use Connexin Broadband. You are responsible for the use of Connexin Broadband by any person you allow to use it including anyone who accesses Connexin Broadband because you have removed the wireless encryption security on your wireless router.

1.1 How we update our usage policies

Our latest usage policies will always be posted on our website at www.connexin.co.uk so please keep checking for updates.

2 ABBREVIATIONS/DEFINITIONS

IWF – Internet Watch Foundation, these are a UK based non-profit organisation. Their goal is to eliminate online child sexual abuse imagery and make the internet a safe place for everyone.

AUP – Acceptable Use Policy

3 CONNEXIN BROADBAND NETWORK MANAGEMENT POLICY

Connexin Broadband is subject to a Network Management (or Fair Usage) Policy. The purpose of the policy is to ensure that we are providing a fair and sustainable quality broadband service to all our Connexin Broadband customers. Under the policy, available bandwidth is shared amongst all our Connexin Broadband customers who are online at the same time.

This means that speeds may be slower at peak times when more Connexin Broadband customers are online, compared to at other times when fewer people are online, in particular for customers using applications that require a lot of bandwidth (such as downloading films (particularly in HD) and other large files, or streaming services like BBC iPlayer, YouTube or Netflix).

Connexin Broadband Usage Policy – CXNWB 002

Page 1 of 10



Our network is busiest between 5pm and midnight on weekdays and all day at the weekend, but can be busy at other times too, depending on regional, national, and international demand.

Please note that this Network Management Policy only applies to Connexin Broadband.

4 ACCEPTABLE USE POLICY

Irrespective of which product you have subscribed to, our Acceptable Use Policy will apply to you and those who you allow to use Connexin Broadband. If you have any queries about our acceptable use policy, you can contact us by live chat on www.connexin.co.uk.

5 DO NOT USE CONNEXIN BROADBAND ILLEGALLY

Connexin Broadband and Connexin's networks may only be used for lawful purposes in accordance with all laws, statutes, and regulations in force from time to time in the United Kingdom ("Laws"). You may not use Connexin Broadband and/or the Connexin's networks to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- a) Violates any Law.
- b) Is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment.
- c) Is or may be harmful to minors.
- d) Promotes or encourages illegal or socially unacceptable or irresponsible behaviour.
- e) Is in breach of any third-party rights (including any third-party intellectual property rights).
- f) Has any fraudulent purpose or effect or involves you impersonating another person or otherwise?
- g) Misrepresenting yourself as the source of any communication; or
- h) Damages or may damage our name and/or reputation or the name and/or reputation of our sub-agreement or agents.



We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation ("IWF").

Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as "adult" material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at www.iwf.org.uk. Do not violate anyone's systems or network security.

You must not use Connexin Broadband to violate Connexin's networks' security or any third party's system or network security by any method including:

- a)** Unauthorised access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network.
- b)** Unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network.
- c)** Unauthorised interference with any user, host, system, or network without the express authorisation of the owner of the system or network. You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Connexin's Network's security or any third party's system or network security. Examples of such prohibited material may include, but are not limited to:
 - i.** Programs containing viruses, worms, corrupted files, hoaxes, trojan horses, or any other items of a destructive or deceptive nature.
 - ii.** Tools designed to compromise the security of other sites.
 - iii.** Programs or services designed to send or facilitate the sending of unsolicited advertisements.
 - iv.** Programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.



You must not connect Connexin's networks to insecure machines, equipment or services able to be exploited by others to carry out actions which constitute a breach of this policy, if you do, you must disconnect it immediately or allow us to disconnect it for you at your expense.

You must not adapt, modify, decompile, or reverse engineer any part of Connexin Broadband.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to Connexin's networks. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this policy, once notified of such activity by Connexin.

6 PRIVACY

We will respect any business and personal information provided by you and undertake to comply with all data protection legislation currently in force. Any personal information provided by you shall be subject to our privacy policy. We shall not disclose your registration details to any third party without your permission unless in accordance with the terms of the privacy policy.

7 MESSAGES

You must not send messages to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending messages to another user after receiving a request to stop.

You must not send unsolicited bulk messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any website, email address, or any other online service which is advertised or promoted by means of unsolicited bulk messages (whether commercial or



informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false message headers or alter the headers of messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any message you send is from, authorised or endorsed by, any Connexin company or relates to any Connexin business.

We may scan your incoming messages for viruses and remove any messages from Connexin's networks which contain viruses. Although these filters are comprehensive, they do not provide an absolute guarantee that you will not receive viruses via messages, and you are advised to install appropriate anti-virus software on your computer.

We may scan your incoming messages for spam and move any suspected spam to a separate folder in your email account where you can inspect it to ensure that non-spam messages has not been inadvertently identified as spam. Items of suspected spam may be deleted after 30 days.

7.1 World wide web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to Connexin's networks using Connexin Broadband. You must not use world wide web pages within or outside Connexin's networks to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.



8 COMPLAINTS

If you wish to notify us of a breach of this policy, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via Connexin networks or Connexin Broadband, please email us at disputes@connexin.co.uk.

9 ACTIONS WE CAN TAKE

We will block any electronic communication that we reasonably consider having breached this policy.

If you have breached this policy, or we or a third party, reasonably suspect that you may have breached it, we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- a)** Immediately suspend your access to Connexin Broadband until such time as we are satisfied the breach has stopped.
- b)** Immediately end your Connexin Broadband Agreement.
- c)** Notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority.
- d)** Investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on Connexin's networks or our servers.
- e)** Remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on Connexin's networks and/or our servers.

Connexin will use your personal data and other account information in connection with any investigation carried out by Connexin in accordance with this policy, including by disclosing it to any third-party authority that Connexin considers has a legitimate interest in any such investigation or its outcome.



10 CONNEXIN COMPANY DETAILS

Connexin Limited is registered in England (No. 05823408). Registered office: 107 Cheapside, London EC2V 6DN.

11 GENERAL TERMS & CONDITIONS FOR UNLIMITED DOWNLOAD ALLOWANCE ADD-ONS

Connexin Broadband customers now have the option of adding Unlimited Download Allowance Add-ons to their Connexin Broadband Package(s).

The current types, amounts and prices of Download Allowance Add-ons are set out on our website. Our website will be updated as soon as Add-ons are changed, or new Add-ons become available.

You can sign up for an Add-on online via our online chat function with our customer care team or by contacting your account manager.

Each Add-on will activate within forty-eight hours of your opt-in date and runs for a year ('Renewal Date').

Annual Download Allowance Add-ons that are paid upfront for the full year are non-refundable once activated.

You can have a maximum of one Unlimited Download Allowance Add-on per active broadband connection.

Payment will be taken on your opt-in date, and your Renewal Date unless cancelled as per clause 10.

Your Unlimited Download Allowance Add-on will automatically renew each month, or each year depending on your agreement term, until:

- a)** You opt-out of the Add-on; or
- b)** You fail to make a payment for the Add-on.

Any unused allowance will not be carried forward or rolled over into your next month's Add-on. No refunds are payable.



To cancel your Add-on, please contact us via live chat on www.connexin.co.uk. You need to contact us at least 48 hours before your monthly or Annual Renewal Date, otherwise the cost of the Add-on will automatically be charged with the cost of the next month's or next year's Add-on charges and cancellation will take effect from the next Renewal Date. You will still get the service you have paid for and be able to use it until your allowance is used up or until the next Renewal Date but we will not refund any payment that you have made.

Unlimited Download Allowance Add-ons are not available to any customers who are on an existing unlimited broadband package.

We reserve the right to replace, amend or withdraw at any time: any of the Add-ons (in whole or in part); the charges for the Add-ons; or these terms, on reasonable notice.

Notices will be given on the Connexin website, and we will give you 30 days' notice by email if we make any significant changes to your disadvantage. If you continue to use the Add-ons after the date on which the change comes into effect, your use of the Add-on(s) indicates that you have agreed to the changed terms.

If the Distance Selling Regulations apply, once you start using your Add-on(s), you will not be able to cancel the purchase until the following Renewal Date. Your statutory rights are not affected.

The relevant Connexin Broadband service terms and conditions also apply