

Digital Home Fibre to the Home Broadband Service - Acceptable Usage Policy

This Acceptable Usage Policy outlines how Digital Home's Fibre to the Home (FTTH) Broadband service should and should not be used. It makes up part of your Agreement with us as detailed in the Digital Home FTTH Broadband Terms & Conditions.

1. Prohibited usage

You may use our Services only for lawful purposes.

You may not use our Services for:

- The transmission, use or storage of any materials in violation of any applicable law or regulation. Including material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- Sending of unsolicited bulk email, or 'spam'.
- To make unauthorised attempts to gain access to any account or computer resource not belonging to the user.
- Through unauthorised means, access, alter, destroy any information of any Digital Home customers or end users - knowingly engage in any activities designed to harass, or cause a denial-of-service to any other user, whether on our network or on another provider's network.
- Use or allow others to use the Service to break any laws or regulation of the United Kingdom or other jurisdiction
- Resell the Service or allow any other parties to resell the Service.
- Use or allow others to use the Service in any way that is detrimental to other users of the Service.
- Use the Service in any home or business other than where the Service was installed.

This list is not an exhaustive list of 'prohibited' use although should provide a clear indication of the types of use and behaviour which we could deem 'prohibited'.

If you allow other individuals to use our services, you will be responsible for any breach of this policy or our terms and conditions committed by those individuals. If you allow individuals under the age of 18 to use our services, we recommend that you take reasonable precautions to ensure that they use the Services appropriately.

2. Breach of acceptable usage

If you are found to be in breach of this policy, we may:

- Limit your continued usage of the Service
- Suspend or terminate the Service
- Terminate your account with us
- Pass any information to law enforcement, or any other competent authority, that we believe it is reasonable to do so
- Any other action that we deem is reasonable

3. Responsibilities

We are not responsible for any activity you undertake using the Service or network.

You are responsible for:

- Protecting your customer details and password which you use to access your Digital Home account.
- Ensuring, where reasonably possible, that no unauthorised users are accessing the network without your knowledge.
- Ensuring the devices connected to your network have up to date virus protection and security software
- Informing us of any security breach that you suspect
- If you think your password may have been shared or is known by anyone else, please contact us immediately on Help@digitalhomeuk.com, or call us on 03301333693

4. Excessive usage

If your continued usage of the service is seen to be excessive to the point where it negatively impacts other customers usage of the network, the Service may be reduced to 100Mbps download and 100Mbps upload until usage returns to acceptable levels.

You will be informed of any restrictions on the Service and/or breaches of this Acceptable Usage Policy via email. We will assist you in identifying the cause of excessive usage where appropriate.

5. Changes to the Acceptable Use Policy

Digital Home may revise this policy at any time by posting the updated version of the policy on our website. You are expected to check this policy from time to time and to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our website.

6. Suspension and/or Termination

We will determine, in our sole discretion, whether there has been a breach of this policy through your use of our Services, or your interactions with our staff. When a breach of this policy has occurred, we may take such action as we deem appropriate.

We will normally warn you that you're in breach of this policy and request you comply with its terms before taking any action set out below. However, we may not do this if there is a real risk of loss or harm to our other customers, our staff, our business or our network.

We may, without prior notice, suspend all or part of the Services if, in our reasonable opinion, it is necessary to do so to stop or mitigate any problem or attack affecting our network, equipment, or services, or to deal with behaviour which, in our reasonable opinion, amounts to misuse of the Services.

Actions we might take in the event of your failure to follow this policy:

Issue a warning to you.

- Immediate, temporary or permanent withdrawal of the Services.
- Legal proceedings 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.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- Take any other reasonable action.

We exclude liability for actions taken in response to breaches of this policy. We will exercise the reasonable discretion and judgment that the administration of this policy requires.