

CALL FLOW FAIR AND ACCEPTABLE USE POLICY

Updated: February 2018

1. WHAT IS THE FAIR AND ACCEPTABLE USE POLICY?

1.1 Call Flow wants its customers to know how to use the Call Flow Home Broadband Services and the Call Flow Business Broadband Services ("The Services") fairly, safely and legally. This Fair and Acceptable Use policy ("FAUP") forms part of your contract with us and covers:

- **Fair use.** This is about how much data you are uploading and downloading using our Services.
- **Acceptable use.** This is about prohibited activities and the misuse of our Services and equipment. We only use this policy in severe cases of misuse, where a customer's connection is being used for purposes that are illegal, unlawful or adversely affecting other Internet users.

1.2 Any reference to "You" in this FAUP means you and anyone else that you allow to use The Services including anyone who accesses The Services due to your removal of, or failure to maintain, wireless encryption security on your wireless router.

1.3 We will notify you by email when we update this FAUP. Your continued use of the Services after any change to the FAUP constitutes acceptance of the updated FAUP.

2. FAIR USE

2.1 We want to make sure our service is fair for everybody. In the past, Call Flow has applied data usage caps on all broadband packages to ensure that the cost of supporting the heaviest users is distributed fairly. However, unlimited monthly data usage is important to many of our customers, and we now provide this option. Unless we have agreed otherwise with you, Call Flow Unlimited usage packages do not have a usage cap, and Call Flow will never use traffic management to slow down your service.

2.2 If your Call Flow broadband package has a data usage cap, you will be charged at the current rate per GB of data over the agreed limit, which is set out in your Service Confirmation.

2.3 To track the amount of data you have been transferring over our network, please see our Support Guide on reviewing your data usage here: <https://www.callflow.co.uk/support-guides/review-usage>.

3. ACCEPTABLE USE

Introduction

- 3.1 **Call Flow Home Broadband Services.** You have an obligation to use our services for private, personal, and legitimate consumer purposes only. You must not use the Services for any business or commercial purposes or on any business or commercial premises. As the account holder, you shall at all times remain fully responsible for any use of The Services by you or anyone else at your property (including your family and any visitors to the property).
- 3.2 **Call Flow Business Broadband Services.** You have an obligation to use The Services for legitimate business purposes only. As the account holder, you shall at all times remain fully responsible for any use of The Services by you or anyone else at your property (including your employees and any visitors to the premises).
- 3.3 As the Account Holder, you are liable for all use of the account(s) in your name, irrespective of use without your knowledge and/or consent. You are solely responsible for your use of the Internet and any web space that you own or control.

Call Flow's enforcement actions

- 3.4 We reserve the right to investigate any suspected violations of the FAUP. An investigation may include gathering information from the Account Holder involved and the complaining party, if applicable, and examination of material on our servers, networks or any other equipment associated with the services. By accessing the Internet via the Services you are deemed to have granted us permission to monitor the data transferred by your computer systems and networks in order to ensure that you remain compliant with the terms of this FAUP.
- 3.5 We will take enforcement action if an Account Holder abuses The Services. We will always attempt to work with you prior to terminating services (but are not obliged to do so) to avoid future violations of the FAUP, before taking any action that will affect the Account Holder's use of the Services.
- 3.6 The actions we may take, that we deem appropriate, at any time include but are not restricted to:
 - An informal chat on the phone or an informal email asking for your cooperation and/or to explain the potential violation of the FAUP.
 - A formal warning to you.
 - Suspension of your account or service (with or without notice).
 - Restriction of your access to all or any part of the Services (with or without notice).
 - Termination of your account (with or without notice).
- 3.7 We may in certain circumstances be legally obliged to disclose information to relevant authorities, regulators, law enforcement agencies and other third parties. In any event, in addition to any other action we may take, we reserve the right to notify these entities of any acts that may constitute unlawful conduct.

- 3.8 We reserve the right to restrict access to any illegal content, however we do not monitor all content available through the Services. We cannot guarantee that you will be unable to access illegal or offensive content on the Internet. We recommend that you install appropriate security measures on your computer systems, such as parental controls, virus protection and firewalls.
- 3.9 We reserve the right to remove any material from any server under our control. We may block any electronic communication that we reasonably consider to have breached this FAUP.

Use of the Services

- 3.10 You must not use the Services in any way that is unlawful or illegal in respect of the laws and regulations in force from time to time in the United Kingdom. Furthermore, you must not use the Services in any way that is in any way to the detriment of other Internet users.
- 3.11 Specific prohibited acts in relation to Call Flow's systems, services and equipment include:
- Unauthorised access to computer systems or attempting to circumvent user authentication or security of any host, network, or account.
 - Using the Services to access, download, send, receive, store, distribute, transmit, upload or in any way deal with material or data that is offensive, threatening, defamatory, racist, abusive, harassing, invasive of privacy, obscene, harmful, indecent or malicious.
 - Storing, distributing, transmitting or causing to be published any material that infringes or breaches any third party's intellectual property rights (for example, using or copying another's material without their consent) or to be for fraudulent purposes or effect.
 - Storing, distributing, transmitting or causing to be published any programs containing viruses, Trojans, malware (malicious software), hoaxes or any tools designed to compromise the security of Internet users, websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of eliminating the threat to others.
 - Using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect an Account Holder's use of our network by any means, locally or by the Internet, including violating the privacy of other Account Holders.
 - Using the Internet to send information that has forged addresses or are deliberately constructed to adversely affect remote machines or other computer systems.
 - "Phishing", which includes forging or altering headers, addresses or other information in emails or other messages in order to make them appear to be coming from or sent by another person or entity.
 - Altering message headers to prevent visibility of the email address or to prevent the recipient from responding to the message.
 - Using "scanning" software which accesses remote machines, networks or other computer systems.
 - Furthering or allowing the sending of unsolicited bulk emails, spam emails, "mailbombs", messages, or any other form of email or Usenet discussion groups "abuse". This applies to both material that originates on your computer systems and also third-party material passing through your computer systems.

- 3.12 You must ensure that your computer systems and network are not configured in such a way that others are able to exploit them in order to disrupt the internet or any other third-party network. This includes but is not limited to ensuring that your network cannot be exploited as an open mail relay, open proxy server, or as a component of a wider network used in denial, or distributed denial of service attacks by third parties.
- 3.13 You must not adapt, modify, decompile or reverse engineer any part of the Call Flow Services or equipment.

Making a Complaint

- 3.14 You can make a complaint about someone's use of The Services, or in relation to any content accessible through The Services, by contacting us in any of the following ways:
- Telephone - 0800 280 0590
 - Email - support@callflow.co.uk
 - Mail - Customer Services, Call Flow Solutions Limited, Suite 2, Branbridges Industrial Estate, East Peckham, Kent, TN12 5HF.
- 3.15 We will use your personal data and other account information in connection with any investigation carried out by Call Flow in accordance with this FAUP and our Privacy Policy, including by disclosing it to any third-party authority that we consider has a legitimate interest in any such investigation or its outcome.