

## **The 4<sup>th</sup> Utility Acceptable Usage Policy – Q1 2020.**

The 4<sup>th</sup> Utility (T4U) gives you, the Customer, a Full Fibre Gigabit capable broadband connection to the Internet, and as such you can use it to run a great range of applications and use many new and interesting services.

We provide our service to the customer, generally the person who pays the bill. It is the responsibility of you, our customer, to make sure that anyone using the service complies with this Acceptable Use Policy.

We differentiate between business use and personal use and different tariffs apply to each. You may only use our service for commercial or business purposes if you have subscribed to one of our business tariffs. If we believe that you are using your services for business purposes without our permission, we have the right to suspend your account.

Unless we have agreed otherwise with you, T4U accounts do not have a usage cap, nor do we apply 'traffic management caps' on our customer's use of the Internet.

Most applications will download and upload data, and you may use applications that provide services to third parties through the Internet. That's what we expect. However, you are responsible for the way the services are used and you are responsible for ensuring that your use of the services is within the law.

You must not use the services, or allow anyone else to use the services to carry out any of the following acts:

1. Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal
2. Cause annoyance, nuisance, inconvenience or needless worry to, or interfere with the rights of any other person
3. Perform any illegal activity
4. Break, or try to break, the security of anyone else's equipment, hardware or software
5. Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography)
6. Upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner
7. Copy or distribute any software that we provide (but you may make a backup copy of any software that we provide for your personal use)
8. Use any Internet Protocol (IP) address that T4U has not assigned to you, our customer. You may not use the Internet connection we provide to harm the service of another Internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving notice unless you have purchased a fixed IP address from us
9. Use the services in a way that:
10. Risks degradation of service levels to other customers
11. Puts T4U's systems at risk
12. Interfere with or attempt to interfere with the operation of any of T4U's equipment or services or the Internet;
13. Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
14. Run open mail relays or open web proxies or similar services that can allow unknown third parties to use your connection for (possibly) commit unlawful acts without your knowledge or control;
15. Modify identifying network header information in order to deceive or mislead.
16. Misuse our services by knowingly introducing viruses, trojans, worms, logic bombs or other material

that is malicious or technologically harmful.

17. Attempt to gain unauthorised access to any website, the server on which our site is stored or any server, computer or database connected to any website.
18. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

This list is not exhaustive and any act which adversely affects either T4U or a 3rd party may result in T4U suspending or terminating your account and informing the relevant legal authorities about such misuse.

We may receive a complaint about your use of the Internet. If it comes through a formal legal process (e.g. a Court Order) then we will follow the appropriate legal steps. However, we may receive an informal complaint about your use of the Internet (an abuse complaint to [abuse@the4thutility.co.uk](mailto:abuse@the4thutility.co.uk)) that indicates you may not be following this Acceptable Use Policy. We will contact you to investigate using your Registered email address as the primary method of contact as per our Terms and Conditions of Service, but where we are required by law or to protect T4U's interests or the interests of a 3rd party or you are not able to satisfy our investigation, then we reserve the right to suspend or terminate your service immediately without prior notification.

By breaching any of these provisions, you would be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our services will cease immediately.