



FAIR AND ACCEPTABLE USAGE POLICY

You are reading Vision Fibre Media's (VFM's) Fair and Acceptable Usage Policy ("FAUP"). This FAUP sets out those usages of VFM's Internet and/or Telephone services ("Services") which are not considered fair or acceptable and advises VFM's customers on their responsibilities for such usage and security obligations.

INFORMATION ABOUT US

Vision Fibre Media Ltd ("VFM") is a full fibre Internet Service Provider ("ISP"). We are a limited company registered in England and Wales under company number 8003317 whose registered office is Silavco Technology Centre, Compass Point, St Ives, Cambs, PE27 5JL. Our VAT number is 159 7127 80.

We are regulated in the UK by OfCom. We are also a member of the UK Internet Service Providers Association ("ISPA") and CISAS (the provider of an independent alternative dispute resolution scheme) about both of which you may find further details under "Notifications and Complaints" below.

ABOUT THIS FAUP

In this FAUP all references to "we", "us" or "our" in this FAUP are references to VFM and all references to "you" and "your" are references to you our customer and also any third party using your account to use VFM's Services. Any references to "free" or "unlimited" calls means non-charged calls to UK numbers made using VFM's Telephone Service. You can find details of the VFM residential Internet Service and Telephone Service plans and tariffs on our Website at www.visionfibremedia.com.

Any use of VFM's Services (whether by yourself or anyone in your household or office (as applicable)), must comply with this FAUP at all times and all other applicable standard terms and conditions. This means you will also need to ensure that anyone accessing the VFM network through your home or office or using your account to access VFM's Services agrees with this FAUP and is aware of their obligations under it.

In the next section we set out details of the uses of VFM's Services that we consider unacceptable or unfair. You will find details of your responsibilities to help keep our network secure listed at the end of this FAUP along with information about how we will deal with breaches of this FAUP and how you can report breaches and/or make a complaint to us.

When using our Services you must comply with all applicable local, national or international law or regulation, as relevant, and you must have all relevant authorisations and consents required by applicable local, national or international law or regulation.

There are certain types of material which infringe applicable local, national or international laws or regulations. Some types of material are illegal to possess as well as transmit or publish via the Internet. You must not post material which



infringes others' intellectual property rights (e.g. trademarks or copyright) or could be considered defamatory, or which imposes liability on us for hosting that material. For further information on prohibited actions please see "Unfair and/or Unacceptable Usage" below.

Your use of the Internet may cross over onto other networks or use other services which are not owned or operated by VFM. If this occurs, you must comply with the acceptable use policies and other terms and conditions imposed by the operators of those networks and services. We are not responsible or liable for the content of any third party website, even if a link to a third party website is on our website.

When you place your order for VFM's Services, you will be required to provide an email address. You must keep the email address which you provide to us active and notify us of any changes to your email address within 3 business days of the changes by changing your contact details in your customer account accessed in the "My Account" section of the VFM website. You are deemed to have read and accepted any email which we may send to you at the email address provided by you. If you have any comments or queries, or there is any provision that you do not understand, please feel free to email any enquiry to us at support@visionfibremedia.com.

UNFAIR AND/OR UNACCEPTABLE USAGE

This FAUP is intended to give guidance to you in understanding the types of usage which are unfair and/or unacceptable. Please note that it is not possible to state exactly what constitutes "acceptable use" and "unacceptable use" or abuse of the Internet or our Services. The list below is not intended to be exhaustive but should help you understand what behaviours will not be tolerated. There may be other activities which are unlawful or considered unacceptable by us.

You may use our network and Services only for lawful purposes. You may not use our network and Services:

1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is criminal, illegal, unlawful or fraudulent, or has any criminal, illegal, unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm minors in any way.
4. 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 which does not comply with our content standards.
5. To transmit, or procure the sending of, any pyramid selling schemes or any unsolicited or unauthorised advertising or promotional material or any other form of



similar solicitation (spam) (and should you do so we reserve the right to block any such materials or solicitation and treat such activity as a breach of this FAUP).

6. To knowingly or negligently transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, corrupted files, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software, hardware or telecommunications equipment owned by VFM or any other Internet user or person (except where you pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread).

7. To carry on activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material or that fail to comply with the Data Protection Act 1998 when collecting or using an individual's personal information as defined in that Act.

8. To monitor or record the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises.

9. To collect, stream, distribute or access any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

You also agree:

1. Not to reproduce, duplicate, copy, sell or re-sell any part of our website, network or Services.

2. Not to access without our permission, interfere with, damage or disrupt:

a. any code or any part of the VFM website;

b. any equipment or network which our Internet service, website or telephony service is provided from;

c. any software used in the provision of our website or Services; or

d. any equipment or network or software owned or used by any third party.

3. Not to do anything that may disrupt or interfere with VFM's network or Services or cause a host or the network to crash.

4. Not to Launch "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network (including without limitation 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);

5. Not to grant access to your VFM Services to others not residing or located at the premises at which the Internet services are provided.

6. Not to make excessive use of, or placing unusual burdens on, the network.

7. Not to circumvent the user authentication or security process of a host or network.

8. Not to create, transmit, store or publish any virus, Trojan, corrupting programme or corrupted data using VFM's network or Services.

9. Not to furnish false data on our on-line applications, sign-up forms or contracts, including fraudulent use of direct debit and bank account details or credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability).

TELEPHONE SERVICES

If you use VFM's Telephone Service the following additional provisions apply.

You may make unlimited (within a usage pattern reasonably expected of a customer using this service for domestic purposes or "Home Working" (as defined in our standard terms and conditions)) free calls to UK destinations such as numbers beginning in 01, 02, & 03 (excluding 01534 and 01481 Channel Islands destinations), at no charge, for the first hour of call duration.

Thereafter, a standard per minute charge will be applied if the call you make lasts over an hour (and will be charged from the end of the 60th minute of your call). All of our call tariffs are published on our website at www.visionfibremedia.com. If you want to continue your call, free of charge, you are advised to end the call before the hour is over and then redial it to continue. You may do so without limit (subject to your usage complying with this FAUP in every other respect including as to your usage pattern being reasonable overall).

All numbers dialled beginning in 0500 or 0800 remain free for the duration of the calls. This is because the parties who provide services from such numbers pay for such calls.

Certain types of call are excluded from the above provisions and you will automatically be charged for these calls at our standard tariffs (see above for details of how to see these tariffs).

1. Calls to the Channel Islands
2. All mobile calls (e.g. numbers beginning in 07)



3. All international calls (e.g. all numbers beginning in 00 except 0044 (UK))
4. All Premium Rate Service calls (e.g. all PRS numbers beginning in 09)
5. Calls to Number Translation Services (NTS) (e.g. numbers such as 0845, 0870, 0871, 0844 etc)
6. All directory enquiry services prefixed by 118
7. All other dialling codes, not listed above as free of charge and/or dialled without complying with this FAUP.

The Telephone Service must not be used for auto-dialling, continuous or extensive call forwarding and call diversion, fax or voicemail broadcasting and continuous or extensive inbound only services. VFM reserve the right to immediately disable or modify your Telephone Service if we determine, in our sole and absolute discretion, that your use of the Telephone Service is, or at any time was, inconsistent with normal usage patterns.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our website, including, without limitation:

- Support Chat conversations.
 - Customer Forums.
- ("Interactive services").

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.



Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which 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 associated with our website ("contributions").

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

1. Be accurate (where they state facts).
2. Be genuinely held (where they state opinions).
3. Comply with applicable law or regulation in the UK and in any country from which they originate.

Contributions must not:

1. Contain any material which is defamatory of any person.
2. Contain any material which is indecent, obscene, offensive, hateful or inflammatory.
3. Promote sexually explicit material.
4. Promote violence.
5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
6. Infringe any copyright, database right, intellectual property right or trade mark of any other person.
7. Be likely to deceive any person.
8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
9. Promote any illegal activity.



10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
11. Be likely to harass, upset, embarrass, alarm, menace or annoy any other person.
12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
13. Give the impression that they emanate from us, if this is not the case.
14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SECURITY

You are responsible for protecting your customer id and password(s) used to access VFM's Services and your account with VFM and for any authorised or unauthorised use made of your password.

You should not disclose your customer ID or password(s) to any third party. If you do so, you are responsible for their use of your account. If your password is disclosed or used without your consent, then you must notify us immediately. You must not use your customer ID or password(s) for any improper use of the VFM network or to access or attempt to access other parts of the VFM network or Services if you do not have access rights.

You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.

It is your responsibility to protect your computer from computer viruses, adware, malware and spyware by installing and updating adequate anti-virus and security software. VFM will not be held responsible for security breaches to your computer, its files, or applications.

You are responsible for retaining copies of your own data - VFM will not be responsible for the loss of any files or data.

You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

RESPONSIBILITY FOR IMPROPER USE

You are responsible for all uses made of VFM's Services through your account (whether authorised or unauthorised) and for any breach of this FAUP irrespective of whether an unacceptable use occurs or is attempted or is with or without your knowledge and/or consent and whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that VFM is not responsible for any of your activities in using the network. It is your responsibility to determine



whether any of the content or communications accessed via VFM's Services is appropriate for children or others in your household or office to view or use.

EXCESSIVE USAGE

VFM does not have a traffic management policy (although we reserve the right to implement such a policy in the future (with or without notice as we deem appropriate). However, if (in our sole opinion) your use of the Internet or our network or Services is so excessive that our other customers are being detrimentally affected, then we may give you a written warning (by email or otherwise). If the levels of activity do not then decrease, we may suspend or terminate your services.

If we reasonably believe that your use of the Telephone Service, including, but not limited to, the total number of calls you make to UK numbers, is excessive and unreasonable, then we will be entitled, at our option, to impose limits on the free call service we offer to UK numbers and/or charge you, at our standard tariff rate, for all the calls you made to UK numbers, which are excessive and unreasonable compared to the number of calls reasonably expected of a customer using the Telephone Service for domestic purposes or "Home Working".

We will contact you by phone or email, using the contact details you have provided to us to inform you of our intention to charge for such calls before amending your account operation.

HOW WE WILL DEAL WITH BREACHES

We may, at our sole discretion, use either manual or automatic systems to determine compliance with this FAUP and by using our services you are deemed to have granted permission for us (or our agents or subcontractors) to check your networks and/or machines and your use of our networks and/or services for this purpose.

We will investigate suspected or alleged breaches of this FAUP and will use reasonable endeavours to act reasonably and fairly in doing so. We will determine, in our discretion, whether there has been a breach of this FAUP. When a breach of this FAUP has occurred, we may take such action as we deem appropriate.

Further, if you are found to have breached this FAUP, we may take the actions set out in this FAUP or deal with any such breach in accordance with the relevant other applicable terms and conditions. Failure to comply with this FAUP constitutes a material breach of such terms and conditions and may, at our sole option and discretion, result in our taking all or any of the following actions (with or without notice):

- Immediate, temporary or permanent suspension or termination of your Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Internet using our Services.



- Issue of a warning to you.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement or other relevant authorities or regulators as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this FAUP. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

To report any unfair, illegal or unacceptable use of the VFM services, please send an email to support@visionfibremedia.com and follow the procedures outlined under "Notifications and Complaints" below.

NOTIFICATIONS AND COMPLAINTS

VFM has a procedure for handling reports regarding breaches of this FAUP.

If you wish to make a report, please send an email to support@visionfibremedia.com. This will allow us to deal with your issue promptly. If you are reporting any illegal or unacceptable use of VFM's Services, please provide us with as many details and as much evidence as possible to help us understand and investigate the problem (such as a copy of the message and/or headers, the full URLs or log files showing unauthorised access to your account depending on the type of misuse you

wish to complain about). Please always ensure that you include a short description of why you are making the report together with your name and full contact details.

We are members of the UK Internet Service Providers Association ("ISPA"). ISPA is the UK's Trade Association for providers of Internet services and promotes competition, self-regulation and the development of the Internet industry. We have agreed to abide by ISPA's Code of Practice which, amongst other things, requires ISPA members to join an Alternative Dispute Resolution scheme to help resolve disputes which may arise with individual or small business (those with no more than 10 employees) customers. We have joined CISAS (a provider of an Alternative Dispute resolution scheme) and you therefore have the option of referring disputes to CISAS if you are an individual or small business customer.

JURISDICTION AND APPLICABLE LAW

This FAUP and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The



English courts will have exclusive jurisdiction over any claim arising from, or related to, this FAUP although we retain the right to bring proceedings against you for breach of this FAUP in your country of residence or any other relevant country.

CHANGES TO THIS FAUP

We may revise this FAUP at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.