

Fair Use Policy

1.0 Introduction

Symmetris Fair Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Symmetris's wireless services ("the Services") must comply with this policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Website, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary Websites. However, in accordance with the Terms and Conditions of our Services we may remove any materials, that in our sole discretion may be illegal, may subject us to liability, or which may violate this Fair Use Policy, Symmetris may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or wrongdoing. Your violation of this Fair Use Policy may result in the suspension or termination of your access to the Services. This Fair Use Policy should be read in conjunction with the Terms & Conditions of our Services and other policies.

2.0 Violations of Symmetris's Fair Use Policy

The following constitute violations of this Fair Use Policy:

2.1 **Illegal Use.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, national or international law, or any rules or regulations promulgated thereunder. The Network utilised by Symmetris may be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property rights used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2.2 **Harm to Minors.** Using the Services to harm, or attempt to harm, minors in anyway.

2.3 **Threats.** Using the Services to transmit any material (by email uploading, downloading, posting, voice calls or otherwise) that threatens or encourages bodily harm or destruction of property.

2.4 **Harassment.** Using the Services to transmit any material (by email, uploading, downloading, voice calls or otherwise) that harasses another.

2.5 **Sexually Explicit Material.** Using the Services to transmit any material (by email, uploading, downloading or otherwise) that contains explicit or graphic descriptions or accounts of sexual acts including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals.

2.6 Discrimination. Using the Services to discriminate against, victimize, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

2.7 Libel or Defamation. Using the Service to make libellous or defamatory remarks about another person or entity. Fraudulent Activity. Using the Services to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam, such as 'pyramid schemes', 'ponzi schemes, 'chain letters' and other forms of business fraud.

2.8 Forgery or Impersonation. You may not impersonate any person or entity, including any employee or representative of Symmetris. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person or entity by using forged headers or other identifying information is prohibited.

2.9 Unsolicited Commercial Email/Unsolicited Bulk Email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email (also known as "Spamming"). Users may not transmit such email even if the transmission provides an electronic email address to which the recipient may send a request for declining such electronic mail. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.

2.10 Unauthorised Access. Using the Services to access or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Symmetris's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

2.11 Copyright or Trademark Infringement. Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitalisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.

2.12 Collection of Personal Data. Using the Services to collect or attempt to collect, personal information about third parties without their knowledge or consent. All Users further agree they will not attempt to collect or use any personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent.

2.13 Reselling the Services. Reselling the Services without authorisation from Symmetris. The Services are for your use only.

2.14 Network Disruptions and Unfriendly Activity. Using the Services for any activity, which adversely affects the ability of other people or systems to use the services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. This includes but is not limited to software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the

functioning of any software, hardware, or telecommunications equipment or damage or obtain unauthorised access to any data or information of any third party. It is the User's responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party, the capability to use their network in an illegal or inappropriate manner.

2.15 Excessive Transfer of Data. The transfer of data beyond that which Symmetris considers 'fair'. While bandwidth is automatically limited to the throughput specified in the User's Service plan, Symmetris reserves the right to monitor data transfer use of its customers. Each broadband product comes with a data allowance. Once you have reached your data allowance, Symmetris reserves the right to slow down the connection speed until the data allowance is refreshed or more data is purchased.

2.16 Compromising Security. Using or distributing tools designed or used for compromising security, which includes but is not limited to: password guessing programs, decoders, password gatherers, analysers, cracking tools, packet sniffers, encryption circumvent on devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorised by the destination host and/or network. Unauthorised port scanning, for any reason, is strictly prohibited.

2.17 Network Content or Services to Others. You may, subject to condition (2.14) above run programs or servers that provide network content or other services to others. If the running of servers or programs causes any network disruption, packet loss, IP conflict or disruption, unnecessary use of bandwidth, or any other activity which adversely affects the network and the supply of services to our other customers, your service may be suspended with immediate effect until the cause can be identified and a solution found. Continued disruption will be viewed as a violation of the Fair Use Policy, and will lead to termination of service to you.

2.18 Mail Servers. If you are running an SMTP Mail Service over a private network, You must ensure that it is configured correctly to prevent it being exploited by outside users for the purposes of sending unsolicited email.

2.19 Sharing your Internet Connection. If you share your Internet connection over a private network, you must ensure that your network is secure and does not allow unauthorised users to access your network, particularly if you are running an open proxy server. Allowing unsecured access to your network via our Services is prohibited.

3.0 The Network

3.1 The User acknowledges that Symmetris is unable to exercise control over the content of the information passing over the network utilised by Symmetris. Therefore, Symmetris is not responsible for the content of any message whether or not the posting was made by a Symmetris Customer.

3.2 The network utilised by Symmetris may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

3.3 In addition the User undertakes to conform to the Internet protocols and standards.

3.4 The User may not circumvent User authentication or security of any host, network, or account (referred to as “cracking” or “hacking”), nor interfere with the Service to any User, host, or network (referred to as “denial of service attacks”).

3.5 Without prejudice to the foregoing, any application that overloads the network utilised by Symmetris by whatever means will be considered as making profligate use of the network utilised by Symmetris and will as such NOT be permitted. Use of IP multicast other than by means provided and co-ordinated by Symmetris is likewise prohibited.

3.6 The User acknowledges that the availability of their Symmetris Service is also dependent upon reasonable usage of the network. The User further acknowledges that Symmetris reserves the right to manage the Traffic of those Customers whose usage Symmetris considers to be either not consistent with or appropriate for the Service to which they subscribe or detrimental to the other Users who share the network.

3.7 Users sending or receiving malicious or illegal Traffic will be suspended or disconnected upon detection by Symmetris. Symmetris understands that in some cases the User may not be aware of or responsible for the origination of such Traffic, in which case Symmetris will work with the User to resolve the issue and restore normal service as efficiently as possible.

3.8 Users who violate systems or network security may incur criminal or civil liability. Symmetris will co-operate fully with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

4.0 Reporting Violations of Symmetris Fair Use Policy

4.1 Symmetris requests that anyone who believes that there is a violation of this Fair Use Policy please report such information to Symmetris. Symmetris may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend a customer’s newsgroup posting privileges
- Suspend a customer’s account
- Terminate a customer’s account
- Bill a customer for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations – report any violations to the appropriate legal authorities.

5.0 Indemnification

5.1 You agree to indemnify, defend and hold harmless Symmetris, its directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of this Fair Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. This provision shall survive the termination of your service.

6.0 Modifications to this Fair Use Policy

6.1 Symmetris reserves the right to modify or amend this Fair Use Policy and our other terms and conditions, policies and agreements at any time and in any manner. Notice of any modification or amendment will be posted and/or distributed in accordance with the Terms and Conditions of our Services Questions about this policy should be sent via e-mail to support@symmetris.co.uk

7.0 Definitions

Services: means Symmetris's service. Users: means, any person who uses Symmetris's Internet service