



AllPoints Fibre Networks Limited (“APFN”) Acceptable Use Policy

This policy is effective from 14 February 2024.

1) Introduction

This acceptable use policy applies to all users of APFN’s network, equipment and/or any other systems, APIs provided from time to time (collectively the “Services”). APFN is a company incorporated in England and Wales with company registration number 03401975 and whose registered office is at Block D, 5th Floor Apex Plaza, Forbury Road, Reading, United Kingdom, RG1 1AX. Your use of our Services means that you accept and agree to abide by this policy.

If you allow other individuals to use 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) Prohibited Uses

You may use our Services only for lawful purposes.

- a) You may not use our Services: to do anything that includes storing, sending or distributing:
 - i) any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would constitute a criminal offence or give rise to civil liability);
 - ii) confidential information, copyright material, trademarks, trade secrets or other content, which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third-party agreement (including but not limited to a non-disclosure agreement) or obligation; and/or
 - iii) any content or material, which interferes with other users of any of our Services (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers);
- b) to do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- c) to access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system



or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;

- d) to compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network or to our suppliers' network);
- e) to 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;
- f) to forge header information, email source address or other user information or use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;
- g) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise in any way that:
 - i) degrades or interferes with other users' use of any of our Services (or may do so) or disrupts or interfere with our network or Service or cause a host or the network to crash;
 - ii) could, in our reasonable opinion, materially affect the quality or operation of any Services (including those provided by any third party on our behalf);
 - iii) breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations);
 - iv) contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial-of-service attacks, web page defacement, port or network scanning and unauthorised access to systems;
 - v) attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage; and/or
 - vi) harms or attempts to harm minors in any way, including but not limited to downloading, possessing or transmitting indecent images of children; or



- h) to assist, encourage or permit any persons in engaging in any of the activities described in this section in a way which could, in our reasonable opinion, bring our name, or the name of any third party, into disrepute.

If you become aware of any such activities, you must immediately notify APFN in writing and take all other appropriate actions to cause such activities to cease.

3) Interacting with us

Although we recognise that people can become annoyed or frustrated about matters that are not being dealt with as they wish, if this escalates into behaviour towards our staff via phone, online chat or otherwise in a way that may cause our staff to feel afraid, threatened, abused, or that unreasonable demands are being made of them, we reserve the right to terminate a call or online chat. Repeated behaviour of this type will be seen as a breach of this policy and we may take any of the actions set out in Paragraph 4, below.

Where you use our Services as a retail Internet Service Provider, you may from time to time have access to APFN systems, APIs, portals and/or other IT systems or software, including but not limited to for the purposes of providing the Services, order management and ongoing service assurance. You agree that you will not (and agree that you will take all reasonable steps to ensure any end user or customer of yours does not) engage in any sort of spamming, DDOS attack or any other form of data scraping.

4) 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, the 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.
- In respect to call forwarding, put limits on your incoming calls and require you to pay extra charges or suspend or end your access to our Services if we think you haven't complied with this policy. If we think we need to, we can also record some of your calls, to make sure that you're using our Service in line with this policy.
- 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.

5) Changes to the Acceptable Use Policy

We may revise this policy at any time by posting the updated version of the policy on our website at allpointsfibre.uk or at apfn.info/acceptable-use-policy. You are expected to check this policy from time to time 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 site.