



Fair and acceptable usage policy

What is this document?

This document details all the uses of NTE Limited's Internet and Fixed network services that we consider unacceptable – in other words, unfair usage.

By Internet services we mean any ADSL, ADSL2+, Annex-M or SDSL broadband products, fibre to the cabinet (FTTC), ethernet first mile (EFM) or leased line data services we provide to you the customer.

By Fixed Network Services we mean any PSTN, ISDN, VoIP or SIP services and associated call products, call tariffs and/or call bundles.

NTE maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of your account by yourself or anyone in your household or business does not in any way contradict the restrictions outlined in this fair and acceptable usage document (the 'Policy'). You will also find more information about your responsibilities to keep our network secure at the end of this document.

Please ensure that anyone using your account to access NTE's services agrees with this Policy and is aware of their obligations under it. Compliance with this Policy is a contractual requirement. If you fail to do so then your service may be suspended or terminated.

What NTE services cannot be used for:

1. Unlawful, fraudulent, criminal or otherwise illegal activities
2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person.
3. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by NTE or any other Internet user or person.
4. Spam or Unsolicited Email: You must not participate in the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to material which originates on your system as well as third party material which passes through your system. NTE reserves the right to block any emails that have the characteristics of Spam. Any spamming activity may result in suspension or termination of your service at NTE's option and sole discretion.
5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.
6. 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.
7. Anything that may disrupt or interfere with NTE's network or services and/or cause a host or the network to crash.

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8. Launching "denial of service" attacks; "mail bombing" attacks; or "flooding" attacks against a host or network.
9. Granting access to your NTE services to others not residing at or located at the premises at which these services are provided. NTE prohibits customers from sharing log-on details.
10. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments.
11. Circumventing the user authentication or security process of a host or network.
12. Creating, transmitting, storing or publishing any virus, Trojan, corrupting program or corrupted data.
13. Monitoring or recording 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.
14. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.
15. You must not, by using the service, possess or transmit illegal material. You should be aware that as the internet is a global network, some activities/material which may be legal in the UK, may be illegal elsewhere in the world and vice versa. When you visit a website, a copy of the visited pages is stored on your pc in the web browsers' cache files. Storage of illegal material in this way may well be a criminal offence, as well as contravening this Policy. If you are in any doubt as to the legality of anything, don't do it and take independent legal advice before proceeding.
16. You must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the internet. As well as being in breach of your contract for the particular service, such hacking or attempted hacking is a criminal offence.
17. Forging Addresses: You must not send data via the internet which has forged addresses or which is deliberately constructed to adversely affect remote machines.
18. You must not configure your pc as an open relay system.
19. Port Scanning: You must not run "port scanning" software which accesses remote machines or networks, except with the explicit prior permission of the administrator or owner of such remote machines or networks. This includes using applications capable of scanning the ports of other internet users. If you intend to run a port scanning application, you must provide NTE with a copy of the written consent received from the target of the scan authorising the activity. This must be supplied to NTE prior to the application being run.

Only you control the content you upload or download using the NTE network. We have no responsibility for any such content and you agree to indemnify NTE against all losses, liabilities, costs (including legal costs) and expenses which NTE may incur as a result of any third party claims against NTE arising from, or in connection with your misuse of the Services or breach of this Policy.

Fair usage limits – Fixed network services

If during any monthly billing period you exceed 80,000 landline minutes and/or 8000 UK mobile minutes usage per site we may terminate your service immediately or, at our sole discretion if we consider it appropriate, we may suspend your service and offer you an alternative call plan applicable to your usage. If having offered you an alternative you do not agree to move to the new call plan we reserve the right to terminate your service immediately. Termination charges apply.

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Fair usage limits – Internet services

NTE is committed to providing users with high quality data services suitable for business use. To achieve this NTE has built an IP network that only carries data for businesses. We manage and monitor bandwidth very carefully. As with all data and broadband offerings the available bandwidth is contended across all users. If a group of users uses a disproportionately large amount of bandwidth (i.e. through download or transfer) then this may negatively impact the available bandwidth for the rest of the users, potentially degrade the service for all users and drive up the cost of delivering the services to the aggregated NTE database.

NTE provide a mix of capped services (where we charge for the excess data used above the capped rate) as well as unlimited or un-metered services (where we do not charge for the total data transferred) it is therefore important that all customers use these services fairly.

- **Products with a data usage cap**

On products marked with a defined usage allowance or ‘cap’, usage charges will apply per gigabit over the allowance limit at the prevailing chargeable rate. For each 1GB or part thereof, used over the cap, the charge will be £0.50p per GB. Part GB usage will be rounded up to the next full GB for the purposes of calculating the charge. NTE will measure data usage at the end of each calendar month and if data usage has exceeded any specified cap, usage charges will be calculated and applied in the next customer bill.

If you persistently download more than the agreed cap rate, we reserve the right to move you on to a more suitable package. You will have to pay the increased package price and will not be able to move back to a product with a lower capped rate.

- **Unlimited products**

Unlimited products which have no allowance are governed by the fair usage limits below unless this is expressly communicated at the point of sale.

ADSL Premium and Premium Plus broadband services are not expected to transfer more than 200GB of data during the course of a calendar month.

Fibre (FTTC) unlimited broadband services are not expected to transfer more than 500GB of data during the course of a calendar month.

Any customer with an unlimited product who uses more than 100% of their fair usage limit within the calendar month will be contacted by phone and/or email and advised of their usage. In the event that their average daily usage does not drop to acceptable usage levels within 5 working days, their service will be restricted. Restriction will be lifted when the customer confirms, in writing, their intent to adhere to this policy.

NTE reserve the right to terminate a customer’s account after three infringements of this fair usage policy.

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Your security responsibilities:

- **Username and/or passwords**

You are responsible for ensuring that your usernames and/or passwords remain confidential, so that the network cannot be used by any unauthorised person.

The usernames and/or passwords referred to include, but are not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.

You shall not disclose any username or password to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.

You are responsible for taking all steps necessary to prevent a third party obtaining access to the network. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

- **Sharing logon details**

NTE prohibits customers from sharing details.

- **Setting up your mail server**

If you choose to run an SMTP mail server on a private network on your premises you must ensure it is configured correctly, so as only to accept mail from your private domain. As NTE do not block any ports it is vital that you configure your network securely, you are fully responsible for security in your own network and failure to secure it properly will result in your disconnection from NTE services

- **Internet connection sharing**

If you share the resources of your internet connection over a private network on your premises, you must make sure that your network is secure and that any internet connection sharing software that you are using does not permit access from outside your network. This is especially important if running an "Open Proxy Server". This is because an "Open Proxy Server" will allow other users of the internet to exploit your internet connection, and use it as if it were their own. For example, an external user could access your local network or send unsolicited e-mail(s) that would appear to come from you.

- **Equipment security**

You are responsible for ensuring that any equipment connected to NTE services is secure, so that the network cannot be used by any unauthorised person. If you have not done so we would strongly recommend that you seek professional advice and request a security audit and update from your equipment supplier or maintainer. Phone systems or PBX can be particularly vulnerable to dial through fraud, for more information see <https://www.getsafeonline.org/businesses/dial-through-fraud/>.

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Unauthorised use of your account

You agree that you are responsible for all uses made of the services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew, did not know or should have known about it; 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 NTE is not responsible for any usage of your services. Although the Internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via NTE's Internet service is appropriate for you and others in your household or office to view or use.

You accept and acknowledge that the Services are not guaranteed to be secure. Security of equipment and access to your services is your responsibility. While NTE will always make best efforts to detect any fraudulent activity quickly, NTE do not accept responsibility for any losses which your business might incur as a result of unauthorised use of your services.

Avoiding abuse

Taking the following steps should help you to protect yourself from becoming a victim of abuse and fraud while connected to the services. For more information about Internet fraud see www.actionfraud.police.uk.

- Ensure that you are running a good quality virus detection application. The majority of these applications have the ability to detect hackers as well as viruses. Hackers are people who try to hack into your computer to either cause mischief or find your passwords and usernames. If you keep sensitive information on your computer, it is worth using encryption software to protect it.
- While connected, do not publicise your IP address. This is the unique ID that your ISP allocates you while you are connected to the internet. This is especially important if you are using applications such as CHAT, IRC (internet relay chat) or video conferencing using a directory service.
- A majority of people spend their online time finding internet software applications to run while online. Be careful what you install. Before installing software of unknown origin, ask yourself whether you trust the writer/source. Most computer viruses and Trojans are installed unknowingly while installing shareware or freeware applications that are supposedly designed to make your life easier. If in doubt, don't do it.
- Ensure that any equipment connected to NTE services is secure. Request a security audit/update from your equipment supplier or maintainer and implement all recommendations.

What happens if the Policy is breached?

If any member's use of these services constitutes a breach of this Policy, NTE may, at its option and discretion, either give the member notice to stop the unacceptable use(s) or terminate that member's services (with or without notice as NTE considers appropriate).

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Service restoration

A suspended account may be restored at NTE's discretion, upon receipt of a written undertaking by the abuser not to commit any future abuse. All cases are however considered by NTE on their individual merits. To appeal against a decision please email support@nte.works.

NTE supports the Internet Watch Foundation (IWF). The IWF is the UK hotline for the public to report potentially illegal website content relating to child abuse, together with material of an unlawful nature. For more information about the IWF and its services please visit <http://www.iwf.org.uk>.

To report any illegal or unacceptable use of NTE services, please send an email to support@nte.works.

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