

Fair Use Policy

This fair use policy outlines the principles that govern use of the systems, services and equipment provided by Wanstor in connection with your connectivity services.



1. Definitions:

Wanstor ('us', 'we', 'our') is a provider of various Internet services, registered in England, and Wales and Scotland (Company no: 4524830 and VAT no: GB 799 3856 44). Our registered office and principle place of business is at 124-126 Borough High Street, London, SE1 1LB.

The following definitions used in these terms and conditions shall have the meanings given to them below:

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between Wanstor and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by Wanstor, including Equipment or maintenance services.

'Customer' means the person or body corporate contracting Wanstor to supply the Service(s) under this Contract.

'CDR' means committed data rate, the dedicated level of symmetrical Internet bandwidth measured in megabits per second (Mb/s or Mbps).

'Equipment' means any Equipment or products supplied by Wanstor to the Customer as part of the Service such as Customer Access Radios, WiFi access points, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period' means the minimum period for the supply of the relevant service.

'Prices' means the prices for the relevant Service as amended by Wanstor from time to time.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

'Service' or **'Services'** means the supply, connection and provision of the Wanstor Internet connection. The Internet connection method may include access by Radio, fibre optic or copper.

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

2. Introduction:

- 2.1. The following list details all the uses of Wanstor's services that we consider unacceptable - in other words, unfair and unacceptable usage. Wanstor maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of Wanstor's services, by yourself or anyone who connects to the service doesn't in any way contradict the restrictions listed below. You will also find your responsibilities to help keep our network secure listed at the end of this Fair and acceptable usage policy (the 'Policy').
- 2.2. Please ensure that anyone using your account to access Wanstor's Internet services agrees with this Policy and is aware of their obligations under it. This extends to employees, office workers or guests or any one accessing the Service through your connection either knowingly or otherwise.

3 The Services CANNOT be used for the following:

- 3.1. Unlawful, fraudulent, criminal or otherwise illegal activities.
- 3.2. 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.
- 3.3. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except that business customers are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003 if sent in batches of no more than fifty (50) emails at any time, each individual campaign being sent to no more than five hundred (500) recipients, with no more than five (5) campaigns per month.
- 3.4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications Equipment owned by Wanstor or any other Internet user or corporation.
- 3.5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.
- 3.6. 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.
- 3.7. Anything that may disrupt or interfere with Wanstor's network or services or cause a host or the network to crash.
- 3.8. Launching "denial of service" (DoS) attacks; "mail bombing" attacks; or "flooding" attacks against a host or network.
- 3.9. Port scans
- 3.10. Circumventing the user authentication or security process of a host or network.
- 3.11. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
- 3.12. Monitoring or recording the actions of any person using your connection without their knowledge or any person or thing outside of your premises including, without limitation, any public highway or roadway or another person's business premises.
- 3.13. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

4. **Security**

- 4.1. You are responsible for ensuring that any user ID and/or password selected by you remain confidential so that the network cannot be used by any unauthorised person.
- 4.2. The user ID and/or password 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.
- 4.3. You shall not disclose any user ID 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.
- 4.4. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.
- 4.5. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.
- 4.6. Usage by others using the service without your knowing you are responsible for all uses made of Wanstor's responsible for any of your activities in using the network. It is not Wanstor's responsibility to filter or make provisions to restrict access to certain websites some may find offence. Internet 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 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 Wanstor are not responsible

5. **E-mail:**

- 5.1. Wanstor reserves the right to block any E-mails passing through our network that have the characteristics of SPAM email. We may contact you to inform you if you're emails have been classified as SPAM and any SPAMing activities made by you may result in a suspension or termination of service.

6. **Data usage and excessive network use:**

Wanstor is committed to providing our customers with a very high quality, low contention service. We do not restrict our core bandwidth at any time. This means that whatever bandwidth you can get on your particular circuit and exchange is the speed you will receive across our network and out to the internet. Unfortunately a small percentage of our customers use inappropriate amounts of data. In order to protect the rest, we will:

- i. Contact a high use customer and inform them of their excessive usage and try and suggest ways to reduce that usage.
- ii. If usage remains high, we may have to look to service options to determine if another product may be better suited to the customer's need.
- iii. Should no solution be found, we will suggest that the customer moves to a different provider.

- 6.1. Ethernet circuits usually are provided with no specific data transfer limit.
- 6.2. Ethernet circuits are usually provided with a set CDR and customers can use the Service as much or as little as they wish subject to complying with the terms and fair usage policy governing the Service provided they stay within the CDR of the provided Service.

7. **Breach of policy:**

- 7.1. If any customer's use of these services constitutes a breach of this Policy, Wanstor 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 Wanstor considers appropriate).
- 7.2. To report any illegal or unacceptable use of Wanstor services, please send an email to info@wanstor.com.

wanstor

0333 123 0360
info@wanstor.com www.wanstor.com
124-126 Borough High Street
London, SE1 1LB