



USAGE POLICIES

Any terms in capitals not defined in this Usage Policy will have the same meaning as in your Contract. This Usage Policy applies to you and anybody you allow to use Sky Broadband. Any reference to “you” shall be interpreted to mean you and anybody you allow to use Sky Broadband. You are responsible for the use of Sky Broadband by any person you allow to use it.

USAGE CAPS

BROADBAND

If you subscribe to a Product that has a cap on the amount of data that you download or upload each month (“Usage Cap”), your usage must not exceed that Usage Cap each month. For the current Usage Caps on each Product, please go to www.sky.com/broadband.

If you exceed your Usage Cap, we will contact you by email to let you know that you have done so.

If your usage continues to exceed your Usage Cap, we will continue to contact you by email to ask you to reduce your usage immediately. If after a reasonable period of time your usage still exceeds your Usage Cap, then we may do one or more of the following things by notice in writing:

- (a) charge you fair and reasonable costs for your usage (and any reasonable administration costs) in excess of your Usage Cap;
- (b) change your subscription to a Product with a higher Usage Cap, in which case we would also notify you of the new price you will be charged;
- (c) suspend your use of Sky Broadband for the relevant month; or
- (d) end your Contract in accordance with Condition 11 of your Contract.

EMAIL

Whatever Product you take there are limits on the use of the Sky Broadband email accounts by you and anyone you allow to use an email account.

- (a) There is an upper limit on the size of each mailbox account. This will restrict the amount of emails you are able to store using Sky Broadband; and
- (b) There is an upper limit to the size of each email which you can send using a Sky Broadband email account.

You must not exceed these usage limits. For the current usage limits, please go to www.skybroadband.com.

If you exceed these usage limits then we will send you an email telling you to reduce your mailbox size or usage (as the case may be). If you do not act on our notification we may suspend the relevant email account, or end your Contract in accordance with Condition 11 of your Contract.



FAIR USAGE POLICY

If you subscribe to a Product that does not have a Usage Cap, our Fair Use Policy (“FUP”) will apply to you and anybody that you allow to use Sky Broadband.

WHY HAVE A FAIR USAGE POLICY?

Sky is committed to ensuring that our systems and network (“Sky Network”) and our broadband services (“Sky Broadband”) are fast, reliable and great value for all of our customers. Our FUP is designed to help us keep that promise to you.

The bandwidth that is available on our network is shared by all customers that are active on the network at a particular point in time.

So, Sky relies on our users being fair and considerate of others in their broadband usage. If one person takes up too much or all the bandwidth, this results in a loss of service quality and speed for other users, and in some cases where one customer’s usage is excessive in the extreme, this can have a long-lasting detrimental effect on the rest of our users and the Sky Network.

AM I GOING TO BE AFFECTED BY THE FAIR USE POLICY?

Our FUP normally has little or no effect on the average broadband user. For example, if you do not excessively use file sharing software (including peer-to-peer) or regularly download very large files, you will most probably never be affected by the policy.

However, if your use of Sky Broadband becomes consistently excessive and has an adverse impact on the Sky Network and/or other users, our FUP enables us to intervene.

HOW CAN I MANAGE MY USAGE?

There are a number of ways to manage your usage, however the most effective is to keep your use of file sharing software (including peer-to-peer) and uploading and downloading of very large files reasonable.

HOW WILL I KNOW IF MY USAGE IS EXCESSIVE?

Our aim is to provide a fair broadband service to all our customers. Therefore, we think to impose an actual figure on what we consider to be “excessive” use is not necessarily helpful and may penalise users unfairly. What is deemed excessive will be determined by a number of factors including (but not limited to) the length of time which your excessive usage continues for, as well as the amount of bandwidth being used.

If, in our reasonable opinion, you have breached this FUP, we will contact you by email to let you know that that your usage is excessive and is affecting the Sky Network and/or other users.

If after we have sent you the first email your usage continues to be excessive, we will contact you again by email to ask you to reduce you usage. If after a reasonable period of time your usage still remains excessive then we may do one or more of the following things by notice in writing:

- (a) impose a monthly usage cap on your use of Sky Broadband which you must not exceed;
- (b) pair your use of Sky Broadband with other users in the same excessive usage category as you;
- (c) charge you fair and reasonable costs for your usage (and any reasonable administration costs) in excess of your Usage Cap;
- (d) suspend your use of Sky Broadband for the relevant month; or
- (e) end your Contract in accordance with Condition 11 of your Contract.



ACCEPTABLE USE POLICY

Irrespective of which Product you have subscribed to, our Acceptable Use Policy (“AUP”) will apply to you and those who you allow to use Sky Broadband.

If you have any queries about our AUP, you can contact us by emailing abuse@sky.com.

DON'T USE SKY BROADBAND ILLEGALLY!

Sky Broadband and the Sky Network may only be used for lawful purposes in accordance with all current and future laws, statutes and regulations in force from time to time in the United Kingdom (“Laws”).

You may not use Sky Broadband and/or the Sky Network to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect; or
- damages or may damage our name and/or reputation.


We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation (“IWF”). Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as “adult” material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at www.iwf.org.uk.

DO NOT VIOLATE ANYONE’S SYSTEMS OR NETWORK SECURITY

You must not use Sky Broadband to violate Sky Network’s security or any third party’s system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.



You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Sky Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses or Trojan horses;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the Sky Network to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the Sky Network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Sky.

EMAIL

You must not send email to anyone who does not wish to receive it. We acknowledge that email is an informal method of communication however you must refrain from sending emails to another user after receiving a request to stop.

You must not send unsolicited bulk email or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk email (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false email headers or alter the headers of email messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any email you send is from, authorised or endorsed by, any Sky company or relates to any Sky business.

We will scan your incoming email for viruses and remove any emails from the Sky Network which contain viruses. Although these filters are comprehensive, they do not provide an absolute guarantee that you will not receive viruses via email and you are advised to install appropriate anti-virus software on your computer.

We will scan your incoming email for spam and move any suspected spam to a separate folder in your email account where you can inspect it to ensure that non-spam email hasn't been inadvertently identified as spam. Items of suspected spam will be deleted after 30 days.

WORLD WIDE WEB AND SURFING THE NET

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to the Sky Network using Sky Broadband. You must not use world wide web pages within or outside the Sky Network to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.



HOW DO YOU MAKE A COMPLAINT?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via the Sky Network or Sky Broadband, please email us at abuse@sky.com.

WHAT CAN WE DO?

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to Sky Broadband until such time as we are satisfied the breach has stopped;
- (b) immediately end your Contract;
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the Sky Network or our servers; or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the Sky Network and/or our servers.

You expressly authorise Sky to use your personal data and other account information in connection with any investigation carried out by Sky in accordance with this AUP, including by disclosing it to any third party authority that Sky considers has a legitimate interest in any such investigation or its outcome.