

## Acceptable use policy

### 1. Introduction

1.1. This acceptable use policy (“AUP”) outlines the principles that govern your use of the Virgin Media Wi-Fi services on the London Underground (“Services”) provided to you by EE Limited of Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW (“EE” or “we” or “our” or “us”).

1.2. This AUP applies to all Users who use and/or access the Services.

1.3. “User(s)” or “you” means customers of Orange, T-Mobile or EE or anyone else who uses or accesses the Services.

1.4. The AUP may be amended, modified or substituted any time. Your continued use of the Services after any such amendment, modification or substitution constitutes your acceptance of any new AUP. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.

### 2. Enforcement actions – rights to investigate, suspend, restrict or terminate your Services

2.1. EE, Virgin Media or a third party procured by EE or Virgin Media reserve the right to investigate any suspected violation(s) of this AUP. When EE, Virgin Media or the relevant third party become aware of possible violations, an investigation may be initiated, which may include gathering information from the User involved and the complaining party, if any, and examination of material on the servers, networks or any other equipment associated with the Services.

2.2. EE or Virgin Media will take action if you abuse the Services. The actions EE or Virgin Media (as appropriate) may take, in their sole discretion, at any time include but are not restricted to:

(a) a quick chat on the phone or an informal email asking for your cooperation;

(b) a formal warning to you

(c) suspension of your account (with or without notice);

(d) restriction of your access to all or any part of the Services (with or without notice); or

(e) termination of your account (with or without notice).

This is not a full list of the actions that may be taken. See also the terms and conditions of the Services (“**terms and conditions**”) and paragraph 2.3 below.

2.3. Notwithstanding the right to restrict, suspend or terminate your Services, if you breach this AUP and/or the terms and conditions a formal warning may be issued to you specifying the unacceptable conduct and notifying you that repeated breaches may result in all or part of the Services being temporarily or permanently withdrawn from you.

2.4. If, after a formal warning has been issued in accordance with paragraph 2.3 above, your conduct continues to breach this AUP, then all or any part of the Services will be withdrawn from you until such time as you have implemented appropriate steps to ensure that your use of the systems, Services or equipment will comply with this AUP. Read the guidance in paragraph 3.4 below about reviewing email confirmations from us regularly to ensure you are aware of any warnings we send you.

2.5. If such a suspension is imposed, then this may be lifted at the discretion of EE or Virgin Media upon receipt of a formal written undertaking from you not to commit any future relevant abuse. Until the formal written undertaking is received using the contact details specified to you your account will remain suspended. EE or Virgin Media are in no way responsible for any loss during transmission (post, email, fax).

2.6. Prior to terminating Services as a general rule, we will attempt to work with Users (but are not obliged to do so) to avoid future violations of the AUP and to ensure that there is no reoccurrence of the incident(s) in question.

### 3. Use of the services

3.1. You must not use the Services in any way that is **unlawful or illegal** or in any way to the **detriment** of other Internet users. You also must not allow anybody using your connection to use the Services in any way that is unlawful or illegal or in any way to the detriment of other Internet users, connected to the Services or otherwise.

3.2. In addition to and without prejudice to your obligations pursuant to the terms and conditions, you agree to comply with (and ensure that others using the Services comply with) all applicable laws, statutes and regulations in connection with the Services. **As the User of record, you are liable for all use of all accounts in your name, irrespective of use without your knowledge and/or consent.**

3.3. You are required to keep your contact details provided to EE up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.4. **Users are expected and required to review email messages sent to their contact email address registered with EE on a regular basis.** This is to enable us to advise you of any significant issues that may affect your use of the Services. We recommend that you check for such messages **every 3 days** as this is how you will be notified of AUP-related issues in relation to suspension/disconnection of Services and it is important that you read these emails.

3.5. In the event that your use of the Services is under investigation by relevant authorities, both EE and Virgin Media reserve the right to suspend the Services for the duration of the investigation.

#### **4. Your responsibilities – security**

4.1. The security of the Services used by you is your responsibility. We are not responsible for the consequences of your failure to employ adequate security measures (e.g. lost or corrupted files, identity theft, fraud).

##### *Device security*

4.2. Users are responsible for the security of their own devices that are directly or indirectly connected to the Service, including any devices used by Users to connect to the Service. This includes, but is not limited to: PCs, tablet computers, laptops, smart-phones and games consoles.

4.3. If your device, or any device that has been cloned without your knowledge or consent is identified as causing a significant impact on the Services or are part of a “botnet” (machines hijacked by others to distribute malicious software or other forms of abuse), EE and Virgin Media (as appropriate) reserve the right to suspend or disconnect your Services without notice.

4.4. Users must ensure that their devices are protected with up-to-date anti-virus software and a properly configured firewall as a minimum where applicable.

##### *Account security*

4.5. You must keep your password(s) confidential and secure. If you think that your password(s) has become known to any unauthorised person or may be used in an unauthorised way you should take steps to change your password immediately. If you believe that any of your devices have been used to breach the terms of this Acceptable Use Policy you must inform us immediately.

#### **5. Your responsibilities - Services**

5.1. Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of EE or otherwise) in his/her/its **lawful use or enjoyment** of the Services.

5.2. Specific prohibited acts in relation to the Services are:

5.2.1. the **sale or resale** of the Services;

5.2.2. any form of **advertising or marketing practices** - deceptive, misleading or otherwise;

5.2.3. furnishing false data on sign-up forms, registrations, contracts or online applications, including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability);

5.2.4. **attempting to circumvent user authentication or security** of any host, network, or account (also known as “cracking” or “hacking”). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

5.2.5. effecting **security breaches or disruptions of communications**. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging onto a server or account that the customer is not expressly authorised to access. For the purposes of this section “disruption” includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to “crash” a host;

5.2.6. using any program/script/command, or sending messages of any kind, **designed to interfere with or adversely affect a User’s enjoyment** of the Services by any means, locally or by the Internet, including violating the privacy of other Users; and

5.2.7. conducting, for malicious purposes, any form of **network monitoring** or interception of any data that does not belong to you.

#### **6. Your responsibilities - content/material**

##### *General*

6.1. You are prohibited from storing, distributing, transmitting or causing to be published any “**prohibited material**” through your use of the Services, including for example your use of the Services to send emails, post on online forums and

use social media. What constitutes “**prohibited material**” shall be determined by Virgin Media (acting in their sole discretion). Prohibited material includes (without limitation):

6.1.1. material that is **threatening, harassing, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious**;

6.1.2. material that infringes or breaches any third party’s **intellectual property rights** (which shall include, but not be limited to copyright, trade marks, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) - this includes the use, distribution and/or copying of any material without the express consent of the owner;

6.1.3. material that is in **violation of any law or regulation** that is enforceable in the United Kingdom;

6.1.4. unsolicited promotional or marketing material;

6.1.5. chain letters or pyramid selling schemes;

6.1.6. programs containing viruses, Trojans, **malware** (malicious software), hoaxes or any tools designed to compromise the security of Internet users, websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread; and

6.1.7. **phishing** - material that is designed to acquire information such as usernames, passwords, credit card details or other personal information through masquerading as a trusted source.

6.2. For the avoidance of doubt, the storage upon and/or distribution via the systems and/or Services by any User of “**pirated**” software, or any other materials that are not expressly licensed to the User, will constitute a violation of this AUP.

6.3. At the sole discretion of EE or Virgin Media (and without prejudice to any other rights pursuant to this AUP and the terms and conditions), EE or Virgin Media reserve the right to remove any material from any server under its control. In addition to any other action taken, EE or Virgin Media reserve the right to notify relevant authorities, regulators and/or other third parties of the use, storage, distribution, transmission, retransmission or publication of **prohibited material** (and/or any other materials the dealing with or use of which may constitute unlawful conduct by Users).

#### *Usenet news usage*

6.4. The Services allow access to many Usenet discussion groups (“**newsgroups**”). You acknowledge that some newsgroups contain language, media or discussion of subjects intended for adult audiences. We do not monitor access to Usenet newsgroups or the content of posts by our customers or customers at other sites. Accordingly, we are not responsible for the content of any posting made to Usenet. Without prejudice to the generality of the terms of this AUP, the specific terms relating to Usenet newsgroup usage are as follows:

6.4.1. Virgin Media and EE reserve the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.4.2. EE and Virgin Media (as appropriate) will investigate complaints regarding posts of inappropriate material to Usenet by Users and may, at EE and Virgin Media’s sole discretion, take action. Criteria for determining whether a post is inappropriate include (without limitation):

- (a) the written charter of the newsgroup(s) in question;
- (b) the established Usenet conventions outlined below;
- (c) the system resources consumed by the posting; and
- (d) applicable laws.

6.4.3. Usenet news articles posted using the Services must comply with the written charter of the newsgroup to which they are posted. If a newsgroup does not have a charter, its title or recent content may be considered sufficient to determine the general topic of the newsgroup. You are responsible for determining the rules of a newsgroup before posting to it.

6.4.4. You may post advertisements only in those newsgroups that specifically permit them in the charter. Some newsgroups may permit “classified ads” for single transactions between private individuals, but not commercial advertisements. You are responsible for determining whether or not a newsgroup permits such non-commercial advertisements before posting.

6.4.5. Users may not alter the headers of posts to Usenet to mislead other Internet users as to the origin of the posting. This includes but is not limited to, pre-loading the path, using another user’s details, using an incorrect “Date:” line. Using an invalid “From:” address for the purposes of combating e-mail spam messages that would otherwise be sent to you is not considered to be misleading. Usenet articles posted via the servers may be cancelled if they breach this AUP. Users should not cancel Usenet articles of any third party without the express consent of such third party. You may not use the resources to cancel articles that you did not post. The sole exception to this rule is for moderators and retro-moderators of formally moderated newsgroups or newsgroups specifically allowing this in their charter, in which case the moderator or retro-moderator of a newsgroup may cancel any articles in a newsgroup he or she is moderating.

6.4.6. You may not attempt to “flood” or disrupt Usenet newsgroups. Examples of disruptive activities include posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

## **7. Making a complaint**

## *Complaints*

7.1. Complaints regarding the conduct of Users on the Service will be accepted via email to [abuse@ee.co.uk](mailto:abuse@ee.co.uk) and via any other standard abuse reporting mechanisms notified by us on our website. Any complaint must include as much quantitative and supportive evidence as possible to enable us to investigate the alleged conduct properly, such as a full email header and body. Submitting all relevant evidence in the original abuse report will significantly speed up the resolution of the issue..

7.2. In the event that further evidence or clarification of some kind is requested from a complainant, and the information is not forthcoming in a timely fashion, the investigation will be closed without notice. Investigations will be kept open for a maximum of 15 days before being closed.

7.3. Please do NOT send excerpted parts of a message. Sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. For example full headers demonstrate which path the message has taken, and enable a determination of whether any part of the message has been forged. This information is vital to the investigation.