

Hey! Broadband

ACCEPTABLE USE POLICY

Last updated and effective from: February 2022

Thank you for reading this Acceptable Use Policy. This Acceptable Use Policy sets out the guidelines and rules for using our website (www.heybroadband.trabajando.online) [our **“Website”**] and our broadband and phones services [our **“Services”**] and includes details of activities that we consider unacceptable. Please read this carefully as it forms part of your legal agreement [or contract] with us if you are our customer.

In this Acceptable Use Policy, **“we”**, **“us”** and **“our”** mean or refer to Hey! Broadband and when we use **“you”** and **“your”** this also includes any person using your account to access our Services and our Website [for example, anyone at your office or home].

1. WHO ARE WE?

Hey! Broadband is the trading name of Hey Broadband Ltd, a limited company registered in England and Wales with company number 11992003. Our registered office address is 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT.

2. USE OF YOUR ACCOUNT

You are responsible for any use of our Services made through your account and for any use of our Website. This includes making sure that all people making use of our Services via your account comply with this Acceptable Use Policy.

If you have any comments or questions about this Acceptable Use Policy, or there's any part of it that you don't understand, please feel free to let us know by email at info@heyb.co.uk.

3. SECURITY

You are responsible for keeping your account secure. This includes making sure you protect your account details including your password.

You must protect your devices from viruses, malware and spyware by installing and updating suitable anti-virus and security software. We are not responsible for security problems with your devices.

You are responsible for keeping back-up copies of your own data. We're not responsible for any loss of your files or data.

If you suspect that your account details have been stolen or there is unauthorised activity on your account, you must tell us immediately.

4. USING OUR SERVICES

You must use our Services responsibly. This includes ensuring that you comply with the following rules.

You must not use the Services:

1. in any way that is unlawful or fraudulent;

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2. in a way that seeks to compromise or breach the security of anyone else's equipment or devices;
3. to send any unsolicited or unauthorised advertising or promotional material (spam);
4. to send or upload any data or material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, corrupted files, or any other harmful programs or similar computer code designed to harm computer software, hardware or telecommunications equipment of others;
5. to collect, stream, distribute or access any material that you know (or should reasonably know) is illegal or does not comply with our Content Standards (see below);
6. in excess of any usage caps we may communicate to you from time to time;
7. to intentionally receive, use, own, post upload or transmit any obscene material (including, but not limited to, indecent images of children);
8. give false information when signing up for your account with us. This would include (but isn't limited to) giving fraudulent details or information (e.g. about direct debits, bank accounts or credit card numbers);
9. to sell our Services to any third party. This includes charging people to use our Services or receive anything else in exchange for the use of our Services.

In addition to the above, you must not use our telephone Services:

1. for **(i)** auto-dialling, **(ii)** continuous or extensive call forwarding or call diversion, **(iii)** fax or voicemail broadcasting or **(iv)** continuous or extensive incoming-only calls;]
2. in excess of any fair usage caps we have applied to those Services and communicated to you from time to time; or
3. in any way which contravenes our Residential Customer Terms and Conditions (which includes section 1d(iii) of that document, relating to unreasonable usage levels) where that document applies to those telephone Services.

This list is not an exhaustive list and if you use our Services in a way that may harm, or negatively impact us or other third parties we reserve the right to suspend or terminate your account and access to our Services.

5. OUR WEBSITE

These are the rules for using our Website.

Other than as set out in our Website Terms and Conditions, you must not:

1. reproduce, duplicate, copy, sell or re-sell any part of our Website without our written permission; or
2. interfere with, damage or disrupt our Website (for example by interfering with the code).

There may be opportunities to upload content to our Website (for example on customer forums). Whenever uploading any content as part of interactive parts of our Website you must follow the content standards below. may also remove any content you upload at any time at our discretion.

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Content Standards:

Any content you upload must:

- comply with the guidelines for usage above;
- be accurate (where they give facts); and
- be genuinely held (where they give opinions).

Content must not:

- contain false statements that could harm other people's reputation;
- contain any material which is indecent, obscene, offensive, hateful or meant to offend;
- promote sexually explicit material;
- encourage violence;
- encourage discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- encourage any illegal activity;
- be threatening; or
- be used to impersonate any person, or be dishonest about your identity or connection to any person; or give the impression that it comes from someone that is not you (including us), if this isn't true.

This list is not exhaustive and if your content may harm, or negatively impact us or other third parties we reserve the right to suspend or terminate your account and access to our Services and Website.

6. FAILURE TO COMPLY WITH THIS ACCEPTABLE USE POLICY

If we think you may have failed to comply with this Acceptable Use Policy or if we receive any complaints about your behaviour, we may investigate this. If we decide that you have not followed this Acceptable Use Policy we may take action as set out in this section as appropriate.

If you fail to comply with this Acceptable Use Policy at any time we reserve the right to suspend (permanently or temporarily) or cancel your access to our Services. We may also bring legal proceedings against you and/or pass on details of your use to legal authorities. We're not limited to the actions we've set out in this section and we can take any other action we think is reasonably appropriate.

7. CHANGES TO THESE TERMS

From time to time we may update this Acceptable Use Policy. Please check this page periodically to ensure you are aware of any changes. Please also check for notices on our Website which may update or replace this Acceptable Use Policy.

8. NOTIFICATIONS AND COMPLAINTS

If you have any questions about this Acceptable Use Policy or need to get in contact with us, please use the contact details in this section. If you're making a complaint please also read our Complaints Code.

If you're reporting any illegal or unacceptable use of our Services or Website, please give us as many details and as much evidence as possible to help us understand and investigate the problem. Please always make sure you include your name and full contact details.

Contact us by sending an email to info@heyb.co.uk or phoning 0808 168 1616.

9. JURISDICTION AND APPLICABLE LAW

This Acceptable Use Policy and all agreements you make with us are made under English law. Claims or disputes under this Acceptable Use Policy will be brought in the English and Welsh courts. If you're a consumer and are a resident of Scotland or Northern Ireland, you may bring a claim in the local courts there.