

Whilst all our FibreNest Broadband packages are totally unlimited, meaning that there is no limit to the amount of data you can upload or download in any month, FibreNest is committed to ensuring that all our customers enjoy and receive consistent speeds from their broadband packages.

Acceptable Use and Fair Usage Policies are in place to help ensure that all of our customers are treated fairly and equitably, and to reserve our right to put some controls in place to ensure that the service is not open to misuse or used for purposes that are illegal or may cause harm.

Accordingly, this policy is designed to explain your usage obligations, how you could avoid breaching this policy and what happens in the event that your usage is deemed to be in breach of this policy.

Use of our service

- The use of the service is intended for domestic and personal use only. Your use of the service should not exceed the usage which would be expected from an average person in this context.
- The service may only be used for lawful purposes, as required by all laws, statutes and regulations in force from time to time, in the UK.
- In accordance with clause 2 of the [Terms and Conditions](#), the service shall not be used for purposes that are illegal, illegitimate or may cause harm.

We have put technical measures in place to enable us to monitor use of the service in order to prevent breaches of this policy. We also reserve the right to monitor high-usage connections.

What happens if your usage of the service falls outside the scope of this policy?

Where we identify that the usage of a service is high, we will investigate the issue and take action if we, or a third party acting on our behalf, reasonably suspect that the service is being used in contravention of this policy.

Where we consider that you have breached this policy, we may take the following steps:

- Slowing down certain types of activity on the network, which includes (but is not limited to) peer-to-peer networking, file sharing and the downloading of very large files;
- Provided that such notification would not prejudice an investigation by us or a third party, we may contact you to discuss the suspected breach and/or notify you in writing (or via email) that we will be:
 - a. Restricting your use of the service(s);
 - b. Suspending your use of the service(s);
 - c. Disconnecting your service(s); and/or
 - d. Terminating our contract for service provision(s) with you.

FibreNest can, and will, use personal data and other account information needed, in connection with any investigation carried out, which includes the disclosure to third parties / authorities, where FibreNest considers it necessary / a legitimate interest in any such investigation or outcome?