

Fair & Acceptable Usage Policies





Introduction

- 1) As an LCC customer...
 - a) you will have signed up to receive one or more of our products. These products are collectively referred to as our 'Services'. Any interaction with LCC or use of our Services will be subject to this policy.
 - b) This policy applies to both LCC residential and business services, and also to LCC affiliate brands.
 - c) If you allow other individuals to use our Services, you will be responsible for any breach of this policy or our terms and conditions committed by those individuals. If you allow individuals under the age of 18 to use our Services, we recommend that you take the reasonable precautions to ensure that they use the Services appropriately.
 - d) If you allow other individuals to use our Services, you will be responsible for any breach of this policy or our terms and conditions committed by those individuals. If you allow individuals under the age of 18 to use our Services, we recommend that you take the reasonable precautions to ensure that they use the Services appropriately.
 - e) These guidelines are to give you a clear expectation as to what constitutes fair and reasonable account usage. You are bound by these guidelines we impose on you, as a user of the Service, in order that we can operate a reliable service for our customers.
 - f) If you do not abide by the limitations of this account, we will take action against you not limited to, but including, instant termination of your account without a refund.
 - g) Any decision made by us in relation to this Service shall be final
 - h) While using any of our Services you must comply with all relevant and applicable laws.
 - i) You must not use any part of our Services to:
 - i) download, possess or transmit in any way, illegal material (for example indecent images of children);
 - ii) send, publish, distribute, circulate or otherwise propagate any material that is threatening, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;
 - iii) gain or attempt to gain unauthorised access to any computer systems for any unauthorised or prohibited purpose
 - iv) prevent other users of our Service from accessing the Service;
 - v) cause critical disruption to our Services (for example using the Services to launch or receive a deliberate denial of service (DDOS) attack);
 - vi) execute, for malicious purposes, any form of network monitoring or data interception that may affect third parties;
 - vii) intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (for example deleting files or changing the desktop settings);
 - viii) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any



- other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- ix) infringe the legal rights of others, including, but not limited to, privacy rights and intellectual property rights; or to commit fraud, or for any other unlawful or fraudulent purpose or effect.
 - j) Any use of any part of our Services as described in paragraph 1i will be seen as a breach of this policy and we may take any of the actions as set out in paragraph 1m.
 - k) You must only use safe and appropriate equipment or software when using our Service and if we discover, or are informed, that any equipment or software which you use to access to our Services has been compromised and is likely to cause harm or damage to our services, network or other customers, we reserve the right to request that you cease use of such equipment or software immediately.
 - l) We understand that people can become annoyed or frustrated when they feel strongly about matters that are not being dealt with as they wish. If this escalates into behaviour towards our staff via phone, letter, online chat or otherwise that may cause them to feel afraid, threatened or abused, or the making of vexatious complaints or unreasonable demands are made of our staff, we reserve the right to terminate a call or an online chat. Repeated behaviour of this type will be seen as a breach of this policy and we may take any of the actions set out in paragraph 1m.
 - m) If you, or an individual who you have knowingly or unknowingly allowed to access our Services, breaches this policy, we may at our discretion:
 - i) temporarily suspend your access to any of our Services;
 - ii) terminate your account or our agreement to provide our Service;
 - iii) commence legal proceedings against you;
 - iv) disclose such information to law enforcement authorities as we reasonably feel is necessary; and /or
 - v) take any other reasonable action.
 - n) We'll normally warn you that you're in breach of this policy and request you comply with its terms before taking any action under section 3h. However, we may not do this if there is a real risk of loss or harm to us, our staff, our network or our other customers.
 - o) Reports of breaches of this policy can be sent to support@lcccommunications.com
 - p) We reserve the right to investigate any suspected violation(s) of our policy.
 - q) We are not responsible for any consequences of your failure to employ appropriate security measures to prevent unauthorised access by any third party to the Services.
 - r) We are obliged, under the certain applicable laws, to disclose certain information to law enforcement and other public authorities. Similarly, we must comply with court orders to disclose information.
 - s) We are not responsible for the content of any of our customers' webspaces or chat rooms, instant messages, emails, newsgroups, community posts or any other communications sent or communicated via our Services. We cannot and do not guarantee that all of these are free of illegal material or other content that may be considered as unacceptable by others.
 - t) We regularly send out notifications by email and/or post. You are expected and required to review all these messages. This will enable us to advise you of any significant issues that may affect your use of the Services.



- u) We may change this policy from time to time and we'll update this web page when we do so.
- v) It is your responsibility to regularly check our website for changes and updates to the policy.
- w) Your continued use of any of our Services after any change to our policy shall constitute acceptance of the changes.
- x) Our policy was last updated on 12th July 2017



Fixed Line

- 2) The fair use policy for our fixed line telephone service is:
- a) 3000 Plan - 3000 minutes of which a maximum of 500 minutes may consist of calls to numbers other than UK local and national geographic numbers (unless otherwise stated)
 - b) Inclusive calls are limited to 59 minutes per call
 - c) Local and national geographic numbers are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (08xx including 0845 and 0870) premium rate numbers (09xx), internet access numbers or calls to the Channel Islands
 - d) Local and national geographic numbers do not include international calls
 - e) Non Geographic numbers are exclusive to call plans
 - f) If your tariff includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded dependent on the exact call price plan we agree with you
 - g) If your tariff includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. Please note this does not include calls to 3 (unless otherwise stated), Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular networks



Broadband

- 3) The Broadband Internet access component of your account is based on a contended service.
- a) This policy contains guidelines on how you can use this Service. We manage our network using prioritisation techniques to ensure that during busy periods time sensitive applications such as VoIP, email, gaming and web browsing are given priority over bandwidth intensive, non-timesensitive applications such as Peer-to-Peer (P2P) file sharing. Traffic shaping is used to a greater or lesser extent on all our Broadband Services.
 - b) This section of this policy will apply if you take one of our broadband products.
 - c) You are responsible for ensuring that your broadband connection is secure.
 - d) If you subscribe to a broadband product that has a data usage cap, you are responsible for monitoring the usage of your product and liable for any usage costs that are incurred should you exceed your usage cap
 - e) You will be solely responsible for your use of the Internet and any web pages that you host through your broadband service
 - f) We recommend you use and continue to update anti-virus and malware scanners to ensure that your computer is kept secure.
 - g) You must not use our broadband services, including associated computer security or backup services and software:
 - i) in a way that breaches any legislation or any licence applicable to you or that is in any way unlawful or fraudulent; or
 - ii) to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, grossly offensive, indecent, obscene or menacing or in breach of the privacy rights of any individual; or
 - iii) to deliver, knowingly receive, upload, download, use or re-use any information or material which is offensive or discriminatory to people on grounds of gender, sexual orientation; age, race, colour, disability, religion or belief; or
 - iv) to distribute child pornography or in any way for the purpose of harming or attempting to harm minors in any way; or
 - v) to send or procure the sending of any chain letters or unsolicited advertising or promotional material (“spamming”); or
 - vi) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - vii) in any way which threatens the integrity and/or security of any network or computer system; or
 - viii) in any way which degrades or interferes with other users’ use of any of our services or may, in our opinion, do so) ; or
 - ix) to attempt to gain unauthorised entry to any site or network; or
 - x) in any way that contravenes generally accepted standards of internet or other network conduct and usage; or
 - xi) in an way which infringes any intellectual property rights of any third party or breaches a third party non-disclosure agreement or obligation; or

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- xii) in any way that does not comply with our specific instructions or to send, knowingly receive, upload, download, use or re-use any material which we deem inappropriate.
- xiii) If we believe that your use of our broadband service is:
 - (1) in breach of our Acceptable Use Policy; or
 - (2) is adversely affecting:
 - (3) our network (or any part of it); or
 - (4) our other customers' use of our services
- h) SPAM
 - i) Also known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email or SMS messages to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email or SMS from the sender. Email or SMS sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.
 - ii) Spamming is not only harmful because of its negative impact on consumer attitudes toward LCC, but also because it can overload LCC's network and disrupt service to LCC subscribers. As a user of a LCC service platforms you must comply with any regulation in force that covers direct marketing regulations if you are sending communications to large multiple lists of users.
 - iii) In the absence of positive, verifiable proof to the contrary by a User, LCC will consider complaints by recipients of emails or SMS messages to be conclusive that the recipient did not subscribe or otherwise request the email(s) or SMS about which a complaint was generated.
- i) We reserve the right to manage or regulate your usage. We will not impose any restrictions on your use of our broadband service without prior notice unless we are required to do so by our own suppliers. If after we have sent you a notice, we believe that your use of the broadband service continues to be in breach of our Acceptable Use Policy or to adversely affect our network (or any part of it) or our other customers' use of our services then we may manage the type of traffic you are passing and/or suspend or terminate your service. You can contact us by email at support@lcccommunications.com or by calling our customer services team on 0800 6522256 if you wish to discuss any action we have taken.



Mobile

- 4) The fair use policy for our mobile service is:
- a) (Exclusive of our low usage 500 plan) 10,000 minutes of which a maximum of 500 minutes may consist of calls to numbers other than UK local and national geographic numbers (unless otherwise stated)
 - i) UK voicemail, local and national geographic numbers are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (08xx including 0845 and 0870) premium rate numbers (09xx), internet access numbers or calls to the Channel Islands
 - ii) local and national geographic numbers do not include international calls
 - iii) if your tariff includes minutes to international numbers, certain selected destinations (which may vary from time to time) may be excluded dependent on the exact call price plan we agree with you
 - iv) if your tariff includes minutes to UK mobiles, this refers to calls to Vodafone, O2, EE (T-Mobile and Orange) and Virgin only. Please note this does not include calls to 3 (unless otherwise stated), Lyca or Lebara mobiles or any mobile virtual network operator not based on the UK GSM cellular network
 - b) 10,000 UK local and national geographic SMS text messages per month
 - c) LCC's Euro Travel allows users full access to their UK bundles and allowances while roaming in Europe** for a fixed charge per day.
 - i) Includes EU Zone 1 and 2
 - (1) **Austria; Belgium; Bulgaria; Canary Islands; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; French territories; Germany; Gibraltar; Greece; Hungary; Iceland; Ireland; Italy (inc. Vatican City); Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Monaco; Netherlands; Norway; Poland; Portugal (inc. Madeira); Romania; Slovakia; Slovenia; Spain (inc. Balearic Islands); Sweden; Albania; Bosnia & Herzegovina; Channel Islands (inc. Guernsey, Jersey) & the Isle of Man; Faroe Islands, San Marino; Switzerland; Turkey;
 - ii) Our daily roaming rate is currently applicable against ALL noted event types including received SMS
 - iii) Any usage will debited from the user's UK bundled allowance
 - iv) If a user makes a call outside of zone this will be chargeable at standard roaming out of zone rate.
 - v) If a user exceeds their UK allowances they will be liable to roaming pence per minute rates
 - d) LCC's World Travel Select allows users full access to their UK bundles and allowances while roaming worldwide** for a fixed charge per day.
 - i) World Travel Select is available in the following countries:
 - (1) **Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Curacao, Democratic Republic of Congo, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Grenada, Guatemala, Guyana, Haiti, Hong Kong, India, Indonesia, Israel, Japan, Jamaica,

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Kenya, Lesotho, Mexico, Mozambique, New Zealand, Panama, Peru, Puerto Rico, Qatar, Russia, Serbia, Singapore, South Africa, St. Kitts and Nevis, St. Lucia, St. Vincent, Suriname, Thailand, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, USA and US Virgin Islands.

- ii) Our daily roaming rate is currently applicable against ALL noted event types including received SMS
- iii) Any usage will debited from the user's UK bundled allowance
- iv) If a user makes a call out of country then this will be chargeable at standard roaming rates
- v) If a user exceeds their UK allowances they will be liable to roaming pence per minute rates
- vi) LCC have opted to keep United Arab Emirates (Dubai) as an inclusive location on our World Travel Select product providing even more value to the end user.
- e) LCC does not allow SIMs to be used in any equipment which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. LCC reserves the right to suspend without notice should we believe that such equipment is being used. During suspension the liability for any access charges or calls will rest with the user.
- f) The following are not included in bundles:
 - i) Calls or texts to overseas numbers, including the Channel Islands (Guernsey or Jersey) or the Isle of Man except for LCC ET plans
 - ii) Using your phone abroad, depending on the allowances in your bundle except LCC ET & WTS plans
 - iii) Calls to premium rate numbers
 - iv) Picture messages
 - v) Video calls
 - vi) Competition entries or charity donations
 - vii) UK Non geographic numbers that have network access charges
- g) All standard UK call charges (including voicemail) within your minutes allowance are charged by the second, with a one-minute minimum call charge.