



Acceptable use policy (including fair use)

This Acceptable Use Policy sets out the terms between you and us under which you may access our website www.kinex.co.uk (our Site) and use our services. This Acceptable Use Policy applies to all users of, and visitors to, our Site as well as to all users of our services. Your use of our Site and/or our services means that you accept, and agree to abide by, this Acceptable Use Policy.

www.kinex.co.uk is a site operated by Verastar Limited (we or us). We are registered in England and Wales under company number 03667643 and we have our registered office and main trading address at No.1 Dovecote, Old Hall Road, Sale, M33 2GS. Our VAT number is 945795467. We are regulated by Ofcom.

Prohibited Uses

You may use our Site and our services only for lawful purposes. You may not use our Site and/or our services:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To access age restricted services if you are below the stated age for accessing such services.
- To circumvent any age restricted service mechanisms.
- For the purpose of harming or attempting to harm minors or vulnerable people in any way.
- To send, knowingly receive, upload, download, use or re-use any material which may cause offence.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.
- To publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information.
- To threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others.
- To knowingly send, make available or upload files that contain software or other material, data or information not owned by or licensed to you.

You also agree:

- To only use the service for your own business/personal use and in accordance with normal usage patterns, subject to fair use (see below), and not for any other commercial purpose
- Not to use the service in any way that may adversely affect the network or other customers' usage
- Not to reproduce, duplicate, copy or re-sell any part of our Site.
- Not to cause or allow calls in respect of the Number to be made which are not routed over the Network.
- Not to interrogate or reverse engineer the code on any of our Equipment including, but not limited to, SIM Cards/mobile handsets.
- Not to use SIM Cards with any device which makes calls from landlines to mobiles appear to have originated from a mobile device (SIM boxes or GSM gateways).
- Not to use SIM Cards provided for Broadband Back-up with any equipment other than the dongle provided by us for use with the service.
- To keep all PINs and passwords provided by us safe, secure and confidential.
- Not to use our Equipment other than in connection with the service and specifically:
 - not to use a SIM Card we have not provided with our Equipment.
 - not to use the dongle provided for Broadband Back-Up with any equipment other than our Equipment.
- If you access any age restricted services, not to show to or send such content to any person below the stated age for accessing such services.
- That, before allowing a minor to use the service, you will deactivate their access to age restricted services for which they do not meet the age requirement.
- When accessing the service to only use Customer Equipment that is in good working order, properly maintained and compatible with the service.
- To comply with any reasonable instructions given by us concerning your use of the service.
- To co-operate with us in relation to security and other checks (this may include us calling or sending text messages to you).
- That we may disclose relevant information about you to telecommunication service providers where necessary.
- Not to access without authority, interfere with, damage or disrupt:

- any part of our Site;
- any equipment or network on which our Site is stored;
- any software used in the provision of our Site; or
- any equipment or network or software owned or used by any third party.

Fair use

This Acceptable Use Policy covers fair use for our bundles that include unlimited data, calls and texts and our broadband services.

When a bundle with unlimited calls is applied to our fixed line and/or mobile service, calls are restricted to 60 minutes. Calls and texts under our unlimited mobile bundle are each restricted to a maximum of 99 distinct numbers per month. Calls from landlines to be made in accordance with normal usage patterns of our customer base as a whole. Calls and texts made outside of these restrictions will be charged at the applicable rate/out of bundle cost as set out in the Charges Schedule. If we believe that your use of data is adversely affecting the network (or any part of it) or other customers, then we may impose network protection controls.

You will incur no additional charge or suspension of service as a consequence of exceeding any usage threshold on your broadband or fibre service. If we believe that your use of the service is adversely affecting the network (or any part of it) or other customers, then we may moderately regulate your usage.

Our Line Assurance product is also subject to fair use. Line Assurance will cover engineer charges, excluding missed appointment charges, in line with normal usage patterns. We reserve the right to restrict cover where we believe that the number of chargeable engineer appointments exceeds the normal usage patterns of our customer base.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation live chat (**interactive services**).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of the terms of this Acceptable Use Policy, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Breach of acceptable use policy

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Site and/or our services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms on which you are permitted to use our Site and, where you are using our services, a material breach of the terms of your contract with us, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of the services and/or your right to use our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- Termination of our contract with you.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable Use policy

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.