



Shell
ENERGY

Broadband and Phone Fair & Acceptable Use Policy

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1. About this Fair & Acceptable Use Policy

This Fair & Acceptable Use policy (“Fair & Acceptable Use Policy”) sets out the standards of conduct that you are required to meet when you use Shell Energy Retail Limited’s broadband service (“Broadband Service”), or telephone service (“Call Service”) and the usage guidelines we have set to ensure that all users of these services (Collectively the “Service”) have access to a fast and reliable service. This Fair & Acceptable Use Policy applies to all Shell Energy Service customers, and forms part of and is incorporated into the Contract for Shell Energy Service (the “Contract”). We may change this Fair & Acceptable Use Policy at any time. Section 11 (Changes to your service and to this Contract) of Shell Energy Broadband & Phone terms and conditions will apply to any changes to this Fair & Acceptable Use Policy. Please contact Customer Services if you have any questions about this Fair & Acceptable Use Policy or if you wish to notify us of a breach of this Fair & Acceptable Use Policy. The contact details for our Customer Services are set out in the Introduction of your Terms and Conditions.

2. The Broadband Service

a. Usage Guidelines

A small number of customers use peer-to-peer file sharing services to upload and download files, such as music and videos, containing very large amounts of data. Please be aware that uploading and downloading copyright files such as music and films without the consent of the copyright owner is unlawful. Those copyright owners are able to seek court orders for us to disclose your details to them. Uploading and downloading files uses a lot of network capacity and we will monitor usage by looking at a number of factors including the amount of time excessive usage continues as well as the bandwidth used. The systems that are used to provide Shell Energy Broadband Service can identify very high bandwidth users and those using peer-to-peer file sharing services.

b. Unlawful Activities

When you use any part of the Shell Energy Broadband Service, you must abide by the law applicable to your part of the United Kingdom and not commit any unlawful act or contribute to, authorise or permit any such act being carried out.

This includes (but is not limited to) not using Shell Energy Broadband Service to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- may be deemed illegal, defamatory, abusive, offensive, anti-social, racist, distressing, harmful or threatening;
- cause distress, anxiety or harm to another person;
- breach any other person’s rights (including rights of privacy, rights of confidentiality, and intellectual property rights such as copyright, database rights, design rights and trademarks);
- are or may be harmful to minors;
- encourage or promote illegal or socially unacceptable or irresponsible behaviour;
- have any fraudulent purpose or effect or conceal your identity or impersonate any individual or organisation or otherwise misrepresent you as a source of information;

- intentionally cause a reduction in performance or functionality of any computer or network facilities;
- damage or may damage our name and/or reputation or the name and/or reputation of our suppliers;
- constitute bulk mail or 'spam' which the recipient has not asked for; or
- subscribe anyone else to a mailing list without their permission. Our suppliers have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation ("IWF"). These filters are comprehensive but they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as "adult" material. On this basis, you may wish to install additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at iwf.org.uk

c. Network Security

You must not use Shell Energy Broadband Service to violate our network security or any third party's system or network security by any method including:

- gaining or providing access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network without the permission of the owner of that network or system;
- monitoring data or traffic on any network or system without the permission of the owner of that network or system;
- interfering with any user, host, system or network without the permission of the owner of that network or system;
- sending, receiving, storing, distributing, transmitting, posting, uploading or downloading any materials designed to violate our network security or anyone else's system or network security (including but not limited to viruses, worms, corrupted files, hoaxes, Trojan horses, tools designed to compromise the security of other websites' programs or services designed to send or enable the sending of unsolicited advertisements); and
- connecting the Shell Energy Broadband Service to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Fair & Acceptable Use Policy. You must not adapt, modify, decompile or reverse engineer any part of the Shell Energy Broadband Service. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the Shell Energy Broadband Service. You must immediately disconnect (and then secure before reconnection) machines generating materials and/or data which breach this Fair & Acceptable Use Policy once you are notified of such activity by us or our suppliers.

d. General Security

Do not disclose the username or password of your Shell Energy online account to anyone. You are responsible for the security of these. We may request that you change your username,

password and/or email address. You are responsible for the set-up and security of your computer and any software that may run on your computer. You should protect your computer with anti-virus software and keep your computer updated regularly.

e. Use of Shell Energy Broadband Service

You must use Shell Energy Broadband Service in compliance with our instructions regarding health and safety or instructions that are intended to prevent the Shell Energy Broadband Service being disrupted. You must be at least 18 years old to be a Shell Energy Broadband Service customer. Sub-users under this age must have permission from the account holder to access Shell Energy Broadband Service. Before using any part of the Shell Energy Broadband Service, you must obtain permission from the person who pays the bill for Shell Energy Broadband Service.

3. The Call Service

To keep our call pricing fair and simple, we provide unlimited free landline calls to other users of the Shell Energy Call Service. In addition, we bundle inclusive calls to many popular destinations into our [call plans](#).

Where our network monitoring activity identifies irregular call activity on your account, in particular higher than usual calls to premium rate numbers, we reserve the right to restrict these types of calls in accordance with the [Terms and Conditions](#) of your Contract.

You have an obligation to use the Call Service for private, personal, and legitimate consumer purposes only. You may not use it for commercial or business purposes, unless otherwise agreed with us in writing.

Your use of the Call Service should not exceed that reasonably expected of a reasonable person using them for these purposes. Failure to adhere to this requirement may mean a loss of, or restriction to your use of the Call Service. Below is a non-exhaustive list of the types of activity which are prohibited:

- making an unusually high number of calls and/or making calls with an unusually high total call time;
- making a large number of calls to an unusually high number of recipients;
- making calls with the intention of artificially inflating traffic;
- making calls with the intention of making direct financial gain from those calls;
- making concurrent calls i.e. making multiple calls at the same time;
- re-selling our services for the purpose of earning financial revenue or any other reward, such as vouchers or credit, including the use of “cash back” or “cash for calling” services;
- using our services predominantly for call forwarding (international or domestic), conference call facilities or directory enquiries; and
- using our services, or permitting others to use them, in a way that is unlawful, illegal or to the detriment of other users.

4. Enforcement of this Fair & Acceptable Use Policy

We will block any electronic communication that we reasonably consider to have breached this Fair & Acceptable Use Policy. If you have breached this Fair & Acceptable Use Policy, or we reasonably suspect that you may have breached this Fair & Acceptable Use Policy, we will try to notify you by email (provided that this notification will not prejudice any investigation) and we may also:

- immediately suspend or restrict your access to the Broadband Service (or any part of it) until we are satisfied the breach has stopped. This may reduce or disrupt your broadband transmission speed or it may stop the Broadband altogether;
- Immediately suspend or restrict your access to the Call Service (or any part of it);
- at our discretion, disconnect or cancel the Broadband Service or Call Service as appropriate and terminate your Contract.
- pass on the details of the breach of the Fair & Acceptable Use Policy to any relevant government, statutory, self-regulatory or law enforcement authority;
- pass on your details to copyright owners if we are required to do so by a Court or any other relevant government, statutory, self-regulatory or law enforcement authority;
- investigate the alleged breach of the Fair & Acceptable Use Policy, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or other material on the network or our servers; and/or;
- remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the network or our servers;
- reduce your internet access speeds, download speeds and upload speeds.

We will try to tell you before we take any action, but this may not always be possible. If we cannot tell you beforehand, we will tell you as soon as we reasonably can.