



ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**Policy**") sets out the terms and conditions governing your use of our broadband internet services. This Policy forms part of your contract with us and should be read alongside your Contract Information and our General Terms and Conditions.

WHO WE ARE

We are DIGI TELECOM LIMITED, a company registered in the UK with company number 1444729 and registered address at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP. We are also authorised to provide our services under the commercial brand "**Digi**". In this Policy, "we", "us", "our", "Digi Telecom" and "Digi" refer to DIGI TELECOM LIMITED and "you", "your" and "Customer" refer to the person or entity receiving our services.

UPDATING THIS POLICY

We may update this Policy from time to time to reflect changes in our services, technology, or legal requirements. We will notify you of any material changes through your online account at least thirty (30) days before the changes take effect. The notice period may need to be shorter if the change is due to a change in law or for security reasons. Your continued use of our services after the effective date constitutes acceptance of the updated Policy.

YOUR USE OF THE SERVICES

Our unlimited internet Service is intended solely for your personal and private use. You may use the Service intensively for personal purposes, but you must not use it for commercial exploitation or resale. We reserve the right to take action if we detect abnormal use of the Service, including fraud, abusive behaviour, or acts violating the rights of third parties, particularly their intellectual property rights. These measures ensure an optimal experience for all our customers.

You must comply with all guidance we provide concerning access to and use of the Internet Access Service, particularly regarding data volume and speed limits, to guarantee service quality for all customers. We reserve the right to restrict, suspend, or terminate access to the Service in cases of abusive, unlawful, or abnormal use, including but not limited to:

- any activity aimed at disrupting or compromising the operation of the network (for example, DDoS attacks);
- any attempt at unauthorised access to systems or data;
- the distribution of malicious software (viruses, worms, spyware, etc.);
- the use of automated systems (bots, crawlers, etc.) that may overload the infrastructure or disrupt access for other users;
- any usage inconsistent with normal residential or professional use, such as reselling the service or hosting public servers without prior agreement;
- engaging in fraudulent, criminal or other illegal activity;
- breaching copyright or other intellectual property rights;
- excessive downloads or uploads that may impact network performance for other users;
- attempting to breach security measures or gain unauthorised access to our systems or other users' data; or
- harassing our staff or other customers.

Detailed technical specifications, including speed definitions, prerequisites for achieving advertised speeds, and minimum equipment requirements, are set out in **Annex 1 - Technical Specifications**.

We may implement reasonable and proportionate control mechanisms based on objective indicators to manage these risks and protect our network and customers.



RESPONSIBLE USE GUIDELINES

Personal Use Only

Our services are provided for your personal use only. You must not resell, redistribute, or commercially exploit any aspect of the Service. This includes using the Service as a commercial gateway for other users or businesses.

Fair Use of Unlimited Services

Where we offer unlimited data services, these are subject to fair use provisions. We may apply traffic management measures if your usage significantly exceeds typical residential patterns or impacts service quality for other customers.

The procedures for measuring internet speeds and submitting speed-related complaints are detailed in **Annex 2 - Speed Measurement and Complaint Procedures**.

TRAFFIC MANAGEMENT AND NETWORK PROTECTION

To prevent network congestion and maintain optimal performance, we monitor our communication network and equipment 24 hours a day, 7 days a week, 365 days a year. We use advanced equipment and solutions to prioritise traffic according to different categories of data transmission and internet access services. We continuously upgrade network capacity based on this proactive monitoring.

We ensure qualified personnel supervise our network security parameters and electronic communications services to prevent situations that may degrade service quality. Critical equipment and systems are protected using "defence in depth" principles, with interventions carried out only by qualified and specially authorised personnel. We implement periodic maintenance procedures for critical equipment and systems to identify potential vulnerabilities.

We may block traffic to or from certain IP addresses outside our network if those addresses are used to distribute spam, conduct flooding attacks, operate as "open relays", or gain access to non-public resources. In such cases, no customer will be able to send or receive traffic from those addresses.

We may block traffic on specific TCP/IP ports if you or other parties use applications that cause flooding through those ports, or if those ports are likely to facilitate virus transmission or other traffic that could affect our network or services.

To limit unsolicited messages (spam), protect against cyber attacks (DoS or DDoS), prevent unauthorised access to network elements or connected equipment, protect our communications network, and prevent the spread of malicious software or viruses, we may apply the following measures: filtering, limiting, or blocking traffic through ports 25, 53, 123, 135-139, 161, 445, and 1900, and filtering traffic related to mobile internet access services. You can find an updated list of ports subject to these measures and additional information by visiting our website at www.digi.uk in the Security section or by calling our Customer Relations Service. These measures protect our customers and do not affect access to webmail services offered by other providers - Yahoo Mail and Gmail addresses work without interruption and no modification of email service configuration is necessary.

You are responsible for ensuring that you, your clients, partners, and any users who access our network or services through your connection comply with these usage rules. You will be responsible for all misuse committed by yourself, your clients, partners, or any users who access our network or services through your connection.

If you use our network for activities that violate legal provisions or these usage rules, or if your clients or users violate these provisions, we may suspend your service immediately, within 24 hours, or at any other time interval from when we discover the violation. The timing depends on the severity of the facts and the impact on our network or services. We may take this action without prior notification.



BREACHES OF THIS POLICY

Enforcement Measures

If we believe you have breached this Policy, we may take one or more of the following actions: informal communication to resolve the issue; formal written warning; temporary restriction of specific services or features; suspension of your service; or termination of your contract. The action we take will depend on the severity and nature of the breach.

Investigation and Notification

We will investigate suspected breaches based on available evidence, which may include network monitoring data, customer complaints, or reports from third parties. Where possible, we will notify you before taking enforcement action, except in cases where immediate action is necessary to protect our network or other customers.

Continuation of Obligations

If we suspend your service due to a breach of this Policy, you remain liable for all charges under your contract during the suspension period. Suspension does not constitute termination of your contract unless we specifically notify you of termination.

MAKING A COMPLAINT

General Complaints

If you wish to make a complaint about our services or this Policy, please contact us at help@digicompany.co.uk or on telephone number 0044 1582 367070. We will acknowledge your complaint within 1 working days and provide a full response within 5 working days. If the issue is complex, it may take longer to resolve. In such cases, we will keep you regularly informed of progress until the issue is resolved.

Appeals and Alternative Dispute Resolution

If you are dissatisfied with our response to your complaint, you may refer the matter to alternative dispute resolution (ADR). Details of the relevant ADR scheme will be provided with our final response to your complaint.

Digi Telecom is a member of Centre for Effective Dispute Resolution (**CISAS**) scheme and this free and independent service can be contacted at:

- Email: cisas@cedr.com Phone: +44 (0)20 7520 3814
- Post: CISAS, Centre for Effective Dispute Resolution, 100 St. Paul's Churchyard, London, EC4M 8BU
Website: <https://www.cedr.com/consumer/cisas>



ANNEX 1 - TECHNICAL SPECIFICATIONS

Internet Speed Definitions

The **maximum data transfer** speed means the data transmission rate that an end user can experience at least once in a defined time interval.

The **minimum data transfer speed** means the lowest data transmission rate that an end user can experience when accessing the service, according to the provisions of the Contract or the General Terms and Conditions, as applicable.

The **normally available data transfer speed** means the data transmission rate that an end user can experience most of the time when accessing the service, over a defined period of time.

The **advertised (Promoted) data transfer speed** means the data transmission rate that the provider uses in commercial information for promoting commercial offers.

Prerequisites for Achieving Advertised Speeds

The minimum, maximum, and normally available data transfer speeds can be achieved by observing at least the following conditions:

- i. owning or purchasing a fixed internet service from our offer that can ensure access to the maximum transfer speed and normally available data transfer speed;
- ii. Ethernet cable connection;
- iii. turning off the Wi-Fi service;
- iv. use of a single PC;
- v. stopping any other programmes or applications that generate data traffic (file sharing, streaming, browsing of any kind, messaging, etc.);
- vi. using Windows 7 or higher, Linux or Mac OS;
- vii. the absence of network incidents caused by third parties or due to network maintenance work announced by us.

Minimum Equipment Requirements

The minimum equipment requirements are as follows:

Intel i7 processor 2.2 GHz (4 core) or equivalent, 4GB RAM, SSD, Gigabit network card, Windows 7 or higher, Linux or Mac OS.

The normally available data transfer speed can be obtained the vast majority of the time when our internet access service is used, especially outside peak hours (20:00 - 23:00). Maximum data transfer speed can be obtained with increased probability during 00:00 - 18:00, subject to compliance with the conditions stipulated above. Factors that can affect measurement results include: average processor load during the test exceeding 60%, or less than 500 MB of free RAM memory.



ANNEX 2 - SPEED MEASUREMENT AND COMPLAINT PROCEDURES

Transfer Speed Measurement Procedure

To measure speeds for our services, you must meet the prerequisites above-mentioned and perform measurements as follows:

To identify significant differences between contractual speeds and actual performance, perform 6 measurements within 24 hours, with at least one between 23:00 and 07:00 and maximum 2 measurements between 20:00-23:00. Measurements must be performed at intervals of at least two hours apart. The difference is considered significant if at least two measurements do not reach the minimum transfer speed indicated in the contract or at least half of the measurements record values that do not exceed 50% of the normally available speed indicated in the contract.

To identify permanent differences or those repeated at regular intervals between contractual speeds and actual performance, perform measurements for at least 5 days (including at least one weekend day) during a maximum of 7 consecutive days, performing minimum 6 measurements per day, with at least one measurement daily between 23:00-07:00 and maximum 2 measurements between 20:00-23:00. Measurements must be performed at intervals of at least two hours apart.

It is considered a permanent difference or one that repeats at regular intervals if:

- (i) at least half of the measurements do not reach the normally available data transfer speed;
- (ii) the transfer speed reached is lower than the minimum value in at least two measurements;
- (iii) no measurement reaches the maximum speed of data transfer.

Speed Complaint Resolution Procedure and Compensation

If testing reveals significant discrepancies between advertised and actual speeds, you may submit a complaint within 30 days of measurement.

Your complaint must include identification and contact details (subscriber code and phone number), claimed speeds, and measurement data. Submit complaints at our locations or by email to help@digicompany.co.uk. We will resolve complaints within 30 days from receipt of complete information and may conduct independent testing, for which you must provide access. If we confirm speed issues and you've followed this procedure, you'll receive monthly subscription credits proportional to the affected period.

Complaints are considered resolved if no further requests are made within 48 hours of our remedy. Persistent issues may qualify for contract termination per your agreement terms, and if you're unsatisfied with our resolution, you may pursue ADR.