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## ACCEPTABLE USE POLICY

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This Acceptable Use Policy (AUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet. This AUP sets out the rules which apply to the use of our internet connection and other services as set out in our Master Service Agreement and the relevant Schedules to the Master Service Agreement from time to time including your responsibilities and permitted and prohibited uses of those services.

We remind customers that when they are connected to the internet via our service they must comply with the law.

### **1. Acceptable Use**

#### **1.1 Customers must not use our Services:**

- 1.1.1 in a manner constituting improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or
- 1.1.2 for any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; or
- 1.1.3 to commit an offence under the Regulation of Investigatory Powers Act 2000; or
- 1.1.4 to commit an offence under any other relevant UK legislation;

1.2 A customer's use of our service constitutes acceptance of this AUP.

1.3 We reserve the right to revise and update this AUP from time to time at our discretion.

### **2. Customer Responsibilities when using our Services and/ or Products**

2.1 You are responsible for your actions when connected to our network, when using our Services and/or Products and the systems you access through your internet connection. If you act without care or irresponsibly or your actions put at risk the integrity or security of our network, systems, Services, Products or Equipment, your access may be restricted, suspended or terminated, without prior notice.

2.2 In particular, but not by way of limitation, you agree that you will not use, attempt to use or allow your internet connection to:

- 2.2.1 store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is offensive or obscene;



- 2.2.2 store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- 2.2.3 do anything which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- 2.2.4 do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- 2.2.5 do anything which interferes with other users or restricts or hinders any person from accessing or using our internet connection service or systems including the excessive usage of bandwidth under the 'Excessive Usage of Bandwidth' section below;
- 2.2.6 forge header information, email source address or other user information;
- 2.2.7 access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- 2.2.8 deliberately compromise the security or integrity of any network or system including our network;
- 2.2.9 knowingly access, download, store, send or distribute any viruses or other harmful programs or material;
- 2.2.10 send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out below, or overload any network or system including our network and systems;
- 2.2.11 invade anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent;
- 2.2.12 tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- 2.2.13 authorise, aid, abet, encourage, conspire with or incite any other person to do or attempt to do any of the above acts.



- 2.3 In addition, you may not use our network to create, transmit, distribute, or store content that:
- 2.3.1 violates export control laws or regulations, impairs the privacy of communications, constitutes deceptive online marketing, causes technical disturbances to our network (including excessive usage of bandwidth under the 'Excessive Usage of Bandwidth' section below), its affiliated networks, or the network used by customers to access the email services;
  - 2.3.2 violates the policies of such networks by, including, but not limited to, the intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or
  - 2.3.3 assists, encourages or permits any persons in engaging in any of the activities described in this section.
- 2.4 If you become aware of any such activities, you are obligated to immediately notify us and take all other appropriate actions to cause such activities to cease.

### **3. Use of Email with particular regards to SPAM**

- 3.1 Also known as junk mail or unsolicited commercial email, the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender.
- 3.2 Email sent by a company or an organisation with whom the recipient has established a relationship, or which was requested or accepted (by way of an opt-in requirement) by the recipient is not considered spam.
- 3.3 Spamming is not only harmful because of its negative impact on consumer attitudes toward businesses that supply
- 3.4 Email and interconnection services, but also because it can overload our network and disrupt service to other customers.
- 3.5 As a user of our email service platforms sending direct marketing emails:
- 3.6 You must:
  - 3.6.1 include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;



- 3.6.2 provide a valid physical postal address in each email you send;
  - 3.6.3 include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet-based unsubscribe mechanism
  - 3.6.4 process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
  - 3.6.5 comply with any regulations in force that apply to direct marketing regulations.
- 3.7 You may not (in addition to the aforementioned conditions):
- 3.7.1 send emails with a false, deceptive or misleading subject line;
  - 3.7.2 include sexually explicit content in your email;
  - 3.7.3 add an address into your list without the subscriber's permission;
  - 3.7.4 maintain an email address in your list for which an opt-out request has been received;
  - 3.7.5 use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
  - 3.7.6 harvest email addresses from websites or web services;
  - 3.7.7 generate an email address by using a dictionary attack combining letters and numbers into multiple permutations;
  - 3.7.8 use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
  - 3.7.9 relay emails through a computer or network without permission;
  - 3.7.10 use your subscription form to subscribe users for an unrelated list or to send content differing from the one agreed to;
  - 3.7.11 send emails with added words/characters in an attempt to bypass Bayesian filters;
  - 3.7.12 send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on our network, or referencing an email address hosted on our network;
  - 3.7.13 send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server;
  - 3.7.14 send email messages which are excessive and/or intended to harass or annoy others;



- 3.7.15 continue to send email to a recipient who has indicated that he/she does not wish to receive it;
  - 3.7.16 take any other actions intended to cloak your identity or contact information, including but not limited to intentionally omitting, deleting return addresses; or
  - 3.7.17 take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers who use the Email service.
- 3.8 In the absence of positive, verifiable proof to the contrary from you we will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

#### **4. Bulk Email**

- 4.1 The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden. Bulk mailing is defined as:
  - 4.1.1 E-mails with more than 50 recipients per email
  - 4.1.2 Sending E-mails at a rate of over 5 emails per minute
- 4.2 If bulk mailing attempts are detected the relevant ports may be blocked with immediate effect.