

## Acceptable Use Policy v1.0

This Acceptable Use Policy is in addition to the Terms & Conditions.

### 1. Policy

1.1 We reserve the right to suspend or cancel a customer's access to any or all services provided by us, where we decide that the account has been inappropriately used. You must not transmit any data which, or otherwise use our services or carry out any acts or omissions in any way connected with our services in a manner which, we consider in our discretion in any way involves or includes or relates to:

- a) conduct that is unlawful (including breach of any applicable laws, statutes, regulations, standards or codes of conduct whether or not compulsory), tortious, harmful, threatening, a nuisance, abusive, harassing, tortious, defamatory, vulgar, obscene, indecent, invasive of another's privacy, hateful, inflammatory, racially, ethnically or otherwise objectionable;
- b) the infringement of third party intellectual property or other rights;
- c) viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any software, hardware or data;
- d) unsolicited bulk e-mails, spam, chain letters, pyramid schemes or any similar or fraudulent schemes or any inappropriate form of solicitation; or collection of the responses to any such schemes or solicitation;
- e) the forging of headers, manipulation of identifiers or otherwise disguising the origin of any data;
- f) the provision of false or misleading information;
- g) denial of service attacks including (without limit) mailbombing, news bombing, trolling, (posting outrageous messages to generate numerous responses), other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity designed to cause a computer crash;
- h) attempting to or gaining unauthorised access to, or interfering with or damaging, any third party's computer or data including any attempt to breach authentication or security measures or any attempt to probe, scan or test the vulnerability of a computer system;
- i) unauthorized monitoring or interception of data;
- j) potential or actual interference with or disruption to our computers or services to other customers including excessive use of our network resources (meaning use of more than 10% of server resources in the case of shared hosting) or other services;
- k) damage to our commercial reputation; or

1) breach of generally accepted standards of “netiquette” or norms of the internet community.

## 2. Enforcement

2.1 We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our services. When a breach of this policy has occurred, we may take such action as we deem appropriate in accordance with section 1.1 of this Acceptable Use Policy.

2.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms and Conditions upon which you are permitted to use our Services, and may result in our taking all or any of the following actions:

2.2.1 immediate, temporary or permanent withdrawal of your right to use our Services;

2.2.2 immediate, temporary or permanent removal of any content uploaded to our servers;

2.2.3 issue of a warning to you;

2.2.4 issue of 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;

2.2.5 further legal action against you; or

2.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

2.3 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.

Birmingham Fibre Ltd Registered in England and Wales Registered Address: Faraday Wharf, Holt Street, Birmingham, B7 4BB