

# Acceptable Use Policy

## 1 Definitions and Interpretation

- 1.1 Capitalised expressions shall have the meanings given in the General Terms and Conditions (available at [go.telcom.uk/terms](http://go.telcom.uk/terms)).

## 2 Acceptable Use Policy

- 2.1 The Customer shall not, and shall procure that its End Users do not, use the Services and/or Network to store, distribute or transmit any Viruses, or any material that:
- 2.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 2.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purposes or effect, or which facilitates illegal activity;
  - 2.1.3 depicts sexually explicit images or promotes unlawful violence;
  - 2.1.4 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity;
  - 2.1.5 causes damage or injury to any person or property;
  - 2.1.6 is in breach of any Applicable Law; or
  - 2.1.7 infringes any Intellectual Property Right or other proprietary right or right of privacy of a third party.
- 2.2 The Customer shall, and shall procure that its End Users shall, not use the Services to:
- 2.2.1 transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - 2.2.2 intercept or monitor data or messages while they are being transmitted over the Network.
- 2.3 The Customer shall not, and shall procure that its End Users shall not, use the Services to access any computer, system, network, or data without authorisation or in a manner which exceeds authorisation including, any attempt to:
- 2.3.1 retrieve, alter, or destroy data;
  - 2.3.2 probe, scan or test the vulnerability of a system or network; or
  - 2.3.3 breach or defeat system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring, or other security measures.
- 2.4 The Customer shall not, and shall procure that its End Users shall not, use the Services to:

- 2.4.1 impersonate any party or entity by adding, removing, or altering header information of network, email, or other messages transmitted over the Network;
  - 2.4.2 transmit over the Network messages that have been electronically signed using a fraudulently obtained public key certificate or with a forged electronic signature; or
  - 2.4.3 use the Network or any of the Services to commit any other form of impersonation or forgery.
- 2.5 The Customer shall not, and shall procure that its End Users shall not, knowingly interfere with or disrupt the business operations, service, or function of the Company, the Network, or any computer, host, network, or telecommunications device connected to or via the Network.
- 2.6 The Customer shall not, and shall procure that its End Users shall not, knowingly tamper with or attempt to gain unauthorised access to systems, network or other device of the Company.
- 2.7 The Customer shall, and procure that its End Users shall, promptly report to the Company any event, condition, or activity indicating a possible or actual:
  - 2.7.1 breach of this Acceptable Use Policy;
  - 2.7.2 breach or compromise of the security of the Network and/or the Services, including any event, condition, or activity occurring within any other telecommunications or computer network or systems that could affect the security of the Network and/or the Services.
- 2.8 In the event of any breach or suspected breach of the Acceptable Use Policy by the Customer or any of its End Users, in addition to and without prejudice to its other rights and remedies at law or otherwise under the Agreement, the Company may:
  - 2.8.1 monitor usage, and carry out investigations into potential misuse or abuse of the Services insofar as the same is carried out over or using the Network and the Customer shall cooperate with the Company in connection with such investigations;
  - 2.8.2 (at the Company's option) terminate, or suspend any Service (or the relevant End User's use of the Service) immediately upon written notice to the Customer; and/or
  - 2.8.3 involve and co-operate with law enforcement, regulatory and any other authorised agencies in the investigation and prosecution of crimes alleged or suspected to have been committed using the Services insofar as the same is carried out over or using the Network.