

ABBHEY TELECOM LIMITED

Acceptable Use Policies – Use of Broadband and other Services

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1. Summary

The purpose of this document is to provide a statement of our policy on what we regard as unacceptable use of Services by our customers and ancillary matters. This policy is an Acceptable Use Policy for the purposes of clause 1.8 of our Customer Terms and Conditions for our Lines & Minutes Service (**Terms**). This policy is intended to supplement and not conflict with the provisions of clause 11.3 (Misuse of Services) or any other provision of the Terms. In the event of there being any irreconcilable conflict between this policy and any provision of the Terms, the Terms will prevail.

2. Non-Acceptable Use of Services

You must not use any Service or allow another person including end users to use any Service:

- (a) in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence or authorisation applicable to you or any end user or that is in any way unlawful or fraudulent or that to your knowledge or to an end user's knowledge has any unlawful or fraudulent purpose or effect;
- (b) (without prejudice to the generality of sub-paragraph (a) above) in connection with the carrying out of fraud or a criminal offence against any public electronic communications operator;
- (c) in a way that constitutes artificial inflation of traffic (that is where the flow of calls to a service is, as a result of activity by or on behalf of the party operating the service, disproportionate to the flow of calls which could be expected from good faith commercial practice and usage of the network);
- (d) in a way that does not comply with any instructions given by us which we believe to be necessary for health and safety reasons or for maintaining the quality of the Services;
- (e) in a way that in our reasonable opinion could materially affect the quality of any electronic communications service or other service which is provided by us or any third party including our supplier;
- (f) to make nuisance calls or send unsolicited marketing messages which are not permitted under data protection laws i.e. "spam";
- (g) to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
- (h) to obtain access, through whatever means, to notified restricted areas of the underlying network through which Services are supplied;
- (i) to send and receive data in such a way or in such amount so as to adversely affect the underlying network (or any part of it) which underpins any Service or to adversely affect our other customers or our suppliers' customers;

- (j) to engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 to 128 Communications Act 2003 (**Act**); or
- (k) in a way which (in our reasonable opinion) brings our name or our supplier's name into disrepute, or which places us or them in breach of the Act.

3. Non-Acceptable Use of Broadband service & ancillary matters

3.1 Without prejudice to paragraph 2 above, you must not use any Broadband service or allow another person including end users to use any Broadband service:

- (a) to knowingly make available or upload files that contain software or other material, data or information not owned by or licensed to you or an end user (as appropriate);
- (b) to knowingly make available or upload files that contain a virus or corrupt data;
- (c) to falsify the true ownership of software or other material or information contained in a file that you or an end user makes available via the Broadband service;
- (d) to publish, post, distribute, disseminate, send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, offensive, obscene or menacing, or in breach of copyright, privacy or any other rights;
- (e) to deliberately abuse any part of a Service;
- (f) to post or send the same or similar messages in multiple use net or news groups;
- (g) to post or send off-topic items to a usenet or news group;
- (h) to send or provide unsolicited commercial messages or communications in any form;
- (i) to falsify user information;
- (j) to act in such a way which threatens the integrity or security of any computer system;
- (k) with a view to avoiding incurring or paying charges for such usage;
- (l) with a view to degrading the use of services by third parties;
- (m) to violate general standards of internet conduct and usage such as denial of service attacks, web-page defacement, and port and network scanning;
- (n) to disclose passwords;
- (o) to violate any restrictions on the size of emails;
- (p) to forge addresses;

- (q) to share network connections in a manner enabling third parties to access and use such connections;
- (r) other than in accordance with the acceptable use policies of any connected networks;
- (s) in a way that may pose a threat to the safety of persons or may pose a hazard which would impair or prevent the operation of equipment; or
- (t) in a way which is likely to impede the activities of authorised persons responding to an emergency.

3.2 A Broadband service which is provided as unmetered is governed by a fair usage policy with regard to the amount of usage permitted between an end user's site and the underlying network.

4. Broadband service – Supplier Acceptable Use Policies

4.1 In addition to our own policy as set out in paragraph 3 above, the Acceptable Use Policies of our own suppliers (each a **Supplier Policy**), may apply to the use of the Broadband service.

4.2 If a Supplier Policy applies to the use of Broadband service, you will be notified and you must then only use the Broadband service or allow another person including end users to use the Broadband service in accordance with the Supplier Policy (as well as our own policy).

4.3 A Supplier Policy is an Acceptable Use Policy for the purposes of clause 1.8 of the Terms and is available on our website (www.abbeytelecom.co.uk).

4.4 In the event of there being any irreconcilable conflict between our policy and a Supplier Policy, the Supplier Policy will prevail.

4.5 In the event of there being any irreconcilable conflict between a Supplier Policy and any provision of the Terms, the Supplier Policy will prevail.

Abbey Telecom Ltd.
Logic House.
Ordnance St.
Blackburn.
Lancashire. BB1 3AE
Telephone 01254 272000
Fax 01254 272001
sales@abbeytelecom.co.uk
www.abbeytelecom.co.uk
Company Registration Number - 2412564
Directors: A.D.Botham A.G.Wilson