

1 INTRODUCTION

This Acceptable Use Policy is published by KCOM Group PLC trading as Kcom. KCOM Group PLC and its subsidiaries ("us", "we" or "our") have produced this acceptable use policy in order to:

- Give you a better understanding of what is and is not acceptable when using the internet
- Encourage the responsible use of our networks, systems, services, web sites and products (collectively "our network and services") by our customers ("you" or "your") and other users ("users"),
- Enable us to provide you with secure, reliable and productive services.
- To protect both you and us from any claims from third parties that your use of our services is inappropriate or damaging to such third parties.

1.1 This acceptable use policy ("policy") sets out:

- The minimum standards of behaviour required from you when you use our network and the internet via our network;
- Certain actions which are prohibited; and
- What we may do if you fail to meet those minimum standards.

1.2 The actions prohibited and the minimum standards set out in this policy are not a complete list. Generally, conduct that violates law or regulation whether or not expressly mentioned in this policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation or interests. If you are unsure about any contemplated action or use please contact your Account Manager.

1.3 You are expected to make yourself aware of any laws relevant to the service you are providing.

1.4 We are not responsible if you fail to make yourself properly aware of laws affecting the service(s) you provide.

1.5 We retain the right to amend, modify or substitute this policy from time to time. To make the most of the guidance contained in it please check the Policy from time to time, and keep up to date with the changes. Your continued use of the Services signifies that you agree to be bound by this policy and by any modifications to it.

2 GENERAL CONDUCT

The internet is a global medium and is regulated by the laws of many different countries. Material which is illegal in this country may be legal in another, and vice versa.

Our Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Users may not use our Network and Services in order to transmit, distribute or store material:

- In violation of any applicable law or regulation;
- In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- That is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component;
- Containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations; or
- Generally, in a manner that may expose us or any of our personnel to criminal or civil liability.

3 LAWFUL USE OF RESOURCES

We require you to comply with our instructions and all legal and regulatory requirements relevant to your system, network and any services you may provide within the countries in which you operate. Where you fail to meet such legal and regulatory requirements you agree to indemnify us against all losses, expenses, costs (including legal costs) or damages which may be suffered or incurred by us in relation thereto.

It is our policy to assist police and law enforcement bodies in any practicable way when required by applicable law. We reserve the right to disclose information to such bodies or highlight any concern of potential illegal activities being carried out via our networks or systems.

We are an active member of the Internet Watch Foundation (IWF - <http://www.iwf.org.uk> <<http://www.iwf.org.uk>>) and subscribe to their database of websites which host potentially illegal child abuse content and use this information to block inadvertent access to the listed URLs, in order to protect you from exposure to images and content that is illegal to possess in the UK.

4 ELECTRONIC MAIL

4.1 Spam (Unsolicited bulk email)

Under no circumstance will you transmit unsolicited bulk email of any kind, permit the usage of unsolicited bulk email to advertise any site located on our network or to use any your account to collect the responses from unsolicited e-mail.

4.2 Running a mail server (open mail relay)

Any mail server connected to our network must not be configured as an open relay. Such a server could be used for the unauthorised transmission of bulk email, should this occur the transmission would be considered to have originated from you.

You must not use our network or systems to transmit email with modified, false, inaccurate or purposefully erroneous headers or other information so that the origin of the e-mail is unclear or deceptive.

5 DISRUPTION OF SERVICE AND NETWORK SECURITY BREACHES

You agree to the following:

- 5.1 Under no circumstances should you use our network or systems to gain or attempt to gain unauthorised access to any system. Actions considered unacceptable without prior authorisation from the system or network owner or operator include, but are not limited to, network probing, network mapping, vulnerability scanning or the exploitation of vulnerabilities or misconfigurations in systems or networks, with the intention of gaining unauthorised access or for any other purpose.
- 5.2 Any packets transmitted onto or across our network by you should contain the correct source address of the emanating system. Any packets for which this is not the case may be prevented from traversing our network without additional notice.
- 5.3 Networks must be configured so as not to accept external broadcast traffic.
- 5.4 You must not use any protocol or service with the intent of disrupting or preventing the legitimate use of any service by others.
- 5.5 You must not use our networks or systems to transmit viruses.
- 5.6 You must not use our networks or systems to install directly or indirectly any unauthorised software or other system modification on any system without prior authorisation of the system owner.

- 5.7 You must not attempt to intercept or modify any traffic traversing our network.
- 5.8 You will not collect any personal information about other users of the services without the consent of those users.
- 5.9 We do not make any guarantee about the security of data travelling over our networks. While we take every practical step to protect such data it remains the responsibility of the communicating parties to ensure the security and integrity of their data.
- 5.10 You must not share your Internet connection with any 3rd parties you are unable to identify. Where your connection is shared, you may be deemed responsible for the actions of any 3rd party using it.
- 5.11 We can not provide any guarantee that the services will be suitable for real-time or time sensitive applications or services.
- 5.12 We reserve the right to throttle or block any service which we deem detrimental to our business, network or the services.
- 5.13 We accept no responsibility for the security of your systems connected to our network. Such security remains your responsibility.
- 5.14 Where you feel that your security / privacy may have been compromised via a system connected to our network it is entirely your responsibility to seek redress from any third parties. We will take all lawful and practicable steps to assist in any such investigation which maybe required, subject to the rights of such third parties.

6 USE OF MATERIAL

- 6.1 You accept that we cannot control and are not responsible for the content of the Internet. Any concerns regarding the content of systems or networks not located on our network should be directed at the relevant system or network owners and not at us.
- 6.2 You agree to conform to Internet protocols and standards.
- 6.3 You may not use our networks or systems to distribute copyright material unless they are authorised to do so by the copyright owner.
- 6.4 You must not use our networks or systems for improper or unlawful purposes or to receive, publish, transmit or send material or messages which, in reasonable opinion:
 - Are offensive, indecent, obscene, menacing, malicious or defamatory,
 - Encourage, induce, glorify, endorse, support, aid, instigate, prepare or commit acts of terrorism,
 - Infringe any intellectual property right (including, without limitation, trade marks, copyright, design right, service mark, or patent or rights relating to domain names), or allow others to do so. This prohibition includes publishing a private e-mail message to third parties, by any means, without the express prior consent of the author. The e-mail addresses of our subscribers are not for sale or commercial distribution to third parties without the express prior consent of the subscriber.
- 6.5 We take no responsibility for any material created or accessible on or through our networks and services that is not posted by or at our request. We do not monitor nor exercise any editorial control over such material, but reserve the right to do so to the extent permitted by applicable law. We are not responsible for the content of any web sites other than our web sites, including the content of web sites linked to our web sites. Links are provided as Internet navigation tools only.

7 USE OF USENET NEWS FACILITIES

- 7.1 You may have access through our network and services to search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. You must adhere to any such rules, guidelines and agreements. If you post messages to Usenet newsgroups you are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying with them. Regardless of such policies,
- 7.2 Usenet facilities should be used only in accordance with relevant Usenet group rules.
- 7.3 Excessive cross-posting, posting of irrelevant material to newsgroups is prohibited.
- 7.4 Binaries should only be posted to binary Usenet groups.
- 7.5 Commercial or advertising messages should not be posted to multiple news groups

8 VIOLATION OF THIS ACCEPTABLE USE POLICY

We are not obliged to take active steps to monitor customer compliance with this Policy. In the event that we become aware of a breach of this policy we may take any or all of the following actions:

- 8.1 We may inform a network administrator of an issue or incident;
- 8.2 We may require help from you in resolving a security incident where your system(s) may have been involved
- 8.3 We may, without notice, suspend or terminate a network connection or connections.
- 8.4 We may, without notice, remove or make inaccessible illegal, or potentially illegal, material created or accessible on or through our networks and service
- 8.5 If we suspend the services we provide to you, for any reason whatsoever, you may be liable to pay a reconnection charge if we agree to resume such services, plus all reasonable costs and expenses (including legal fees) that we may incur, if we have reasonable justification for doing so.
- 8.6 We do not issue service credits for any outages incurred through service disablement resulting from violations of this Acceptable Use Policy.

9 SYSTEM AND NETWORK SECURITY

You are prohibited from violating or attempting to violate the security of our network and services, including, without limitation,

- 9.1 accessing data not intended for you or logging into a server or account which you are not authorised to access;
- 9.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- 9.3 attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing";
- 9.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- 9.5 taking any action in order to obtain services to which such user is not entitled.

Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

10 OTHER ACTIVITIES

You must not engage in any activity, either lawful or unlawful, which we consider detrimental to its subscribers, operations, reputation, goodwill or customer relations.

Using our facilities to engage in activities that violate the Terms of Service of any other network access provider is prohibited.

11 CUSTOMER FAMILIARISATION

11.1 You are expected to make Yourself aware of any laws relevant to the service You are providing.

11.2 We are not responsible if You fail to make Yourself properly aware of laws effecting the service(s) You provide.

11.3 We may, at our sole discretion, modify this Policy from time to time. Your continued use of the Services signifies Your acceptance of any modifications to this Policy. Please check the Policy from time to time, which can be found at

<http://www.kcom.com/regulatory>

Please send reports of any activity in violation of this Policy to: abuse@kcom.com