Broadgate Data Services – Fair Use Policy

1) General

This Fair Use Policy (FUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet. This FUP sets out the rules which apply to the use of our internet connection services 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. Customers must not use our service:

- for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or
- 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
- to commit an offence under the Regulation of Investigatory Powers Act 2000; or
- to commit an offence under any other relevant UK legislation;

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

We reserve the right to revise and update this FUP from time to time.

2) Your Responsibilities

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

In particular, you agree that you will not use, attempt to use or allow your internet connection to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- 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;
- 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;
- 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;
- 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 section 5 below;
- forge header information, email source address or other user information;
- 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;
- deliberately compromise the security or integrity of any network or system including our network;
- knowingly access, download, store, send or distribute any viruses or other harmful programs or material;
- 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 (including the excessive usage of bandwidth under section 5 below);

- 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;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- authorise, aid, abet, encourage, conspire with or incite any other person to do or attempt to do any of the above acts.

In addition, you may not use our network to create, transmit, distribute, or store content that:

- violates a trademark, copyright, trade secret or other intellectual property rights of others,
- violates export control laws or regulations,
- violates the privacy, publicity or other personal rights of others,
- impairs the privacy of communications,
- constitutes deceptive online marketing, causes technical disturbances to our network (including excessive usage of bandwidth under section 5 below), its affiliated networks, or the network used by customers to access the Email service, or
- 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
- assists, encourages or permits any persons in engaging in any of the activities described in this section.

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

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.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward businesses that supply Email and interconnection services, but also because it can overload our network and disrupt service to other customers.

As a user of our email service platforms sending direct marketing emails:

You must:

- include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- provide a valid physical postal address in each email your send;
- 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
- 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;
- comply with any regulation in force that covers direct marketing regulations.

You may not:

- include false, deceptive or misleading header information, including a false domain name or address;
- send emails with a false, deceptive or misleading subject line;
- include sexually explicit content in your email;
- add an address into your list without the subscriber's permission;
- maintain an email address in your list for which an opt-out request has been received;
- use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- harvest email addresses from websites or web services;
- generate an email address by using a dictionary attack combining letters and numbers into multiple permutations;
- use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- relay emails through a computer or network without permission;
- use your subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to;
- send emails with added words/characters in an attempt to bypass Bayesian filters;
- 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;
- 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;
- send email messages which are excessive and/or intended to harass or annoy others;
- continue to send email to a recipient who has indicated that he/she does not wish to receive it;
- take any actions intended to cloak your identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses; or
- 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.

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

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:

- E-mails with more than 50 recipients per email
- Sending E-mails at a rate of over 5 emails per minute

If bulk mailing attempts are detected the relevant ports may be blocked with immediate effect.

5) Excessive Usage of Bandwidth

The use of bandwidth which is inappropriate for a particular service is to be avoided. In the event that excessive usage of bandwidth on a consistent basis is detected we will contact you to propose a more suitable service as a replacement. If you decline to accept the suggested replacement service and the excessive usage continues we reserve the right to restrict, suspend or terminate your access, at our discretion.

Examples of excessive bandwidth usage are:

- A circuit that uses in excess of 100GB of bandwidth in a 24-hour period
- A group of circuits (as part of the same company or end user group) that consumes bandwidth in excess of 100GB at each site on the same day(s).

Large bandwidth requirements across numerous sites would be better suited by a solution that does not have the potential to impact other users.

6) Administration of Policy

You understand that the administration of this policy requires the exercise of discretion and judgment. We agree to exercise good faith in the administration of this policy and in making determinations under the policy.