
Acceptable Use Policy

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Hosted Microsoft Lync & Hosted Microsoft Lync Trial

Version 3

1. How this Acceptable Use Policy Works

- 1.1 This Acceptable Use Policy forms part of the Agreement with You to provide the Services You have asked Us to provide.
- 1.2 The definitions contained in Our Standard Terms and Conditions and the Special Terms and the defined terms below apply in this Acceptable Use Policy.

Artificial Inflation of Traffic or **AIT** means where the flow of Calls to a Revenue Share Service (which shall include services to the 070, 084, 087, 090, 091, 098 and 118 number ranges and any other number ranges notified to You in writing) or other equivalent revenue share type services, is disproportionate to the flow of Calls which would be expected from good faith usage or an acceptable and reasonable commercial practice relating to the operation use of such service or of telecommunication systems;

Nuisance Call means an unwanted Call that causes annoyance to the receiver of the Call and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or 'spam' Calls and 'silent' Calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update;

Communications Provider has the meaning ascribed thereto in the Communications Act 2003;

Call means a signal, message or communication which can be silent, visual or spoken;

Revenue Share Service means a service where an element of the revenue for the Call passed on from the originating Communications Provider is shared (directly or indirectly) by the Communications Provider receiving (via a third party in a transit situation) such revenue with the person operating the service (which for the avoidance of doubt may be the Communications Provider receiving such revenue).

2. Your Obligations to Us

- 2.1 In using Our Services You must:

- (a) comply with RIPE policies as updated and amended on the RIPE website at www.ripe.net from time to time;
- (b) comply with any policies and terms and conditions imposed by the operators of other networks You link to;
- (c) comply with the provisions of clauses 8 and 9 of this Acceptable Use Policy (and You hereby acknowledge and agree to such terms);
- (d) comply with all applicable laws and industry guidance (including but not limited to that of the Advertising Standards Authority, Direct Marketing Association and Ofcom, in particular that regarding "misselling" or

"slamming") relating to Your use of the Services and the marketing and advertising of any services You offer, and ensure that You have in place at all times processes to monitor and enforce compliance by Your staff and agents with such laws and guidance and to receive and take prompt and effective action on complaints from Us, Our Licensor or parties who are authorised to enforce such compliance;

- (e) take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in conjunction with the Services is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
 - (f) monitor the profile of use made of the Services for potential fraudulent or bad faith use, including Artificial Inflation of Traffic and take reasonable steps to prevent such use.
- 2.2 You must not:
- (a) use the Services and take all reasonable steps to ensure the Services are not used:
 - (i) to make Nuisance Calls;
 - (ii) in a way that is in any way unlawful, fraudulent or in bad faith or, to Your knowledge, has any unlawful, fraudulent or bad faith purpose or effect including:
 - (1) to obtain or attempt to obtain unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication;
 - (2) to monitor data or traffic on any network or system without the authorisation of the owner of the system or network;
 - (3) to interfere with a service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 - (4) use of an Internet account or computer without the owner's authorisation;
 - (5) collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
 - (6) use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;

- (7) use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user
- (8) any activity or conduct that is likely to result in retaliation against Our network, including blacklisting;
- (9) to misrepresent Yourself as other computer networks and users; or
- (10) to give rise to Artificial Inflation of Traffic;
- (iii) to send, knowingly receive, upload, download, use or re-use material which constitutes or encourages child pornography, is pornographic, abusive, likely to cause harassment, offensive, indecent, defamatory, sexually explicit, obscene, morally repugnant, excessively violent, incites violence, threatens violence, contains hate speech, creates a risk to public health and safety, compromises national security is menacing or in breach of any confidence, privacy, Intellectual Property Rights or other rights;
- (iv) contrary to any instructions given by Us or Our Licensors;
- (v) in a way which would cause Us to breach the terms of any of Our or their licences;
- (vi) in a way which in Our opinion is likely to be detrimental to Our business and/or Our reputation; or
- (vii) to spam or otherwise to send or procure the sending of any unsolicited advertising or promotional material, unless permitted by law, or knowingly to receive responses to any spam, unsolicited advertising or promotional material; and
- (b) use the Services in a way that in Our reasonable opinion could or does detrimentally affect the performance of Our or any third party's system or network or detrimentally affect the quality of the Services for another End-User.
- 2.3 You are responsible for violations of this Acceptable Use Policy by anyone using the Service whether authorised by You or not.
- 3. Newsgroup, Chat Forums, Other Networks**
- 3.1 You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which You participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.
- 4. Our Rights if You Breach this Acceptable Use Policy**
- 4.1 If We or Our Licensors consider that You are using the Services or permitting the Services to be used in breach of this Acceptable Use Policy or that such use may cause Us to incur any legal liability or to commit an offence, or We suspect that Your Access Details are being misused, then We may take such action as We, Our Licensors or they consider appropriate in such circumstances which may include
- (a) investigating the matter;
- (b) terminating all or part of the Services with immediate effect;
- (c) suspending all or part of the Services;
- (d) taking down or otherwise removing and destroying any materials; and/or
- (e) informing appropriate governmental authorities or other third parties.
- 4.2 You must co-operate with Us and Our Licensors in any such investigation referred to in clause 4.1.
- 4.3 Unless provided otherwise in an Order, the Charges will continue to be payable during any period of suspension.
- 5. Indemnity**
- 5.1 You shall indemnify Us, Our Licensors, Our agents, sub-contractors and their suppliers against any liability, cost, charge and expense We and/or they (as appropriate) incur as a result of breach of this Acceptable Use Policy, including but not limited to in respect of content uploaded, content downloads, Calls made and/or received, emails sent and received, and materials placed on any web space provided as part of the Services.
- 6. Our Disclaimer**
- 6.1 We are under no duty, and by this Acceptable Use Policy are not deemed to undertake a duty to monitor or police Our customers' activities and We disclaim any responsibility for any misuse of Our Services
- 7. Updating this Acceptable Use Policy**
- 7.1 We may update this Acceptable Use Policy from time to time and You must, at all times comply with the most recent Acceptable Use Policy available on Our Website. Your continued use of a Service will be an acceptance of the Acceptable Use Policy as updated.
- 8. AIT - General**
- 8.1 Without prejudice to the generality of the definition of Artificial Inflation of Traffic the following shall not ordinarily be regarded as either a good faith usage or an acceptable and reasonable commercial practice and usage of the Service:
- (a) any situation where any member of the public (including partnerships companies and corporations engaged in normal commercial, academic or governmental business) is misled into making, receiving or prolonging Calls by such party or such person in connection with a telecommunication service;
- (b) any breach of any relevant law or of any then current industry ruling, regulation, convention, policy guidance or statement of principle, including (but not limited to) any such ruling or determination of Ofcom, PhonepayPlus or any successor or similar bodies (other than breaches of the PhonepayPlus Code of Practice (or equivalent code) which would be considered "minor breaches" having regard to the PhonepayPlus Sanctions Guide);
- (c) any activity which has the effect, intended effect or likely effect of:
- (i) preventing Our or any third party billing system from capturing any necessary billing information (in relation to the conveyance of a Call to a telecommunication service); or
- (ii) causing incorrect billing by Our or any third party billing systems, or of an associated party; or
- (d) any use of the Service for purposes other than the genuine conveyance of Calls for the proper benefit of members of the public using a telecommunication service.
- 8.2 The definition of AIT is not intended to be limited to cases of Calls (excluding Calls to a geographic number) made, generated, stimulated and/or prolonged fraudulently but to any situation where there has been an absence of good faith usage or alternatively an absence of acceptable and reasonable commercial practice relating to the utilisation of the Service and/or telecommunication service. It is expressly recognised that it is difficult to identify every potential instance of AIT in advance as new methods of artificially inflating telecommunications traffic are constantly being

evolved. We reserve the right to amend, if reasonably necessary, the definition of AIT and the provisions of clause 8.1 above in Our sole discretion on 28 days written notice.

- 8.3 We shall be entitled to determine in Our sole and reasonable discretion whether or not particular Call traffic is or is not AIT.
- 8.4 You shall not engage in, assist or allow others to engage in AIT.
- 8.5 You acknowledge that the endeavours that We and Our agents and subcontractors can carry out to detect, identify, notify and prevent AIT are necessarily limited.

9. AIT - Use of Information

9.1 Without prejudice to the other provisions of the Agreement and this Acceptable Use Policy, You acknowledge and agree that We may pass any and all information in our possession relating to You to Our agents and sub-contractors for the following purposes:

- (a) to monitor, prevent or detect AIT;
- (b) to assist the investigation of AIT and to undertake any associated criminal prosecutions;
- (c) to undertake civil proceedings to effect recovery of losses resulting from AIT; and/or
- (d) to resolve an AIT dispute.



Thanks for your business – we're looking forward to working with you. If you have any questions, we'd love to hear from you. Please call our Customer Services team on 0800 052 0800.