

# Acceptable Use Policy

## 1. Introduction

This document forms part of the General Terms and Conditions applicable to all Orpheus Internet customers and applies to all services and/or facilities supplied by Orpheus Internet and their use by any customer or user.

A breach of any provision of this AUP shall also constitute a breach of Orpheus Internet's General Terms and Conditions.

Our Acceptable Use Policy ("AUP") is designed to ensure that we;

comply with any relevant laws;  
abide by any accepted standards or guidelines in the use of internet services;  
ensure the security, reliability and integrity of Orpheus Internet systems and network;  
ensure the security, reliability and integrity of Orpheus Internet customers' networks and systems;  
to preserve the privacy and security of individual internet users;  
to maintain the image and reputation of Orpheus Internet as a responsible Internet Service Provider;

and to encourage the responsible use of internet resources, discouraging practices which degrade the usability of network resources and thus the value of internet services.

You are solely responsible for the use and security of your account, associated passwords and user ID's, content of your web pages or any published material. In addition you are also responsible for any material or content sent to or from your account using services provided by us.

We reserve the right to revise this AUP at any time and without prior notice and it is therefore the responsibility of all customers or users of the Orpheus Internet Services to ensure they comply with the latest version of our AUP which can be downloaded anytime from our website at;

<http://www.orpheusinternet.co.uk/aup.html>

## 2. Failing to comply with the AUP

Orpheus Internet will not routinely monitor the contents of customers web sites, internet traffic or any other internet activities.

However, Orpheus Internet will investigate to the extent that it, in its sole discretion, deems appropriate, suspected or alleged breaches of this AUP. If Orpheus Internet determines, in its sole discretion, that the customer has breached the provisions of this AUP then Orpheus Internet will take such action as it, in its sole discretion, deems appropriate. Such action may include, without limitation, one or more of the following:

- a formal or informal warning;
- the removal of material which is the subject of the breach from any server, location or web page hosted on Orpheus Internet servers;
- making an additional charge for Orpheus Internet's reasonable costs of investigating and dealing with the matter;
- suspending services until a breach is remedied or whilst a breach is investigated;
- terminating any or all products or services provided to the customer.

Orpheus Internet shall not be liable for any loss of business, data, revenue or profits or any direct or consequential or indirect loss which may occur as a result of taking such action in response to a breach of this AUP by the customer, except that nothing in this AUP shall exclude or restrict Orpheus Internet's liability for death or personal injury resulting from its negligence or that of its employees while acting in the course of their employment.

In the process of identifying a suspected or alleged breach of this AUP, Orpheus Internet may need to liaise closely with other external bodies, in order to fully identify the breach. If in the sole opinion of Orpheus Internet it is deemed necessary Orpheus Internet reserves the right to identify you to other third parties.

### **3. Unacceptable Use**

"Unacceptable Use" is activities and/or behaviour in the use of our services which we, in our sole judgement, consider breaches our AUP; such activities would include, but are not limited to;

- Interfering with the Internet use of an individual or group; or
- An action intended to violate the privacy or infringe the intellectual property rights of others; or
- Activities that are illegal or dishonest or breach any law of any country; or
- Activities which cause any individual annoyance, inconvenience or needless anxiety; or
- Any activity which contravenes the acceptable use policies of any connected networks, including the Internet.
- Sending or allowing to be sent or published; Chain Letters and/ or Pyramid-selling Schemes
- Sending Unsolicited Commercial Email
- Sending Unsolicited Bulk Email (UBE)
- Having an insecure mail relay (Open Relay)
- Mail Bombing any other internet user
- Forging Mailing List Subscriptions
- Forging Headers and/or Addresses on transmitted messages
- Activities which cause Denial of Service to any other internet user
- Transmitting, storing or publishing content which violates any law, treaty, regulation or lawful order. This includes but is not limited to material that is prohibited under the various acts of parliament dealing with material sent over a public telecommunications network.

- You must not use the service provided by Orpheus Internet to publish, send or receive any material which Orpheus Internet concludes, in Orpheus Internet's sole discretion, is objectionable and with which Orpheus Internet does not want to be associated, in order to protect Orpheus Internet's reputation and brand image, or to protect Orpheus Internet's employees and affiliates. Objectionable content includes, but is not limited to, any material which:
  - Is obscene, abusive, menacing, offensive, racist or defamatory; or
  - Contains fraudulent, deceptive, threatening, intimidating or harassing statements; or
  - Violates the privacy rights of any individual.
- *Publishing, transmitting or receiving Indecent Content (that which depicts sexual or excretory activities in a patently offensive manner as measured by contemporary community standards.)*
- You must not transmit or publish any material which infringes the intellectual property rights of any third party (for example, copyright or trade mark rights), unless you have permission to do from the owner of such intellectual property.
- Unacceptable use of Usenet News;
  - The vast majority of newsgroups are of a non-commercial nature, and you should not post commercial articles to these groups.
  - Outside of the "alt.binaries\_" and "alt.pictures\_" newsgroup hierarchies, the posting of encoded binary data is generally prohibited.
  - Excessive Cross-posting or Multi-posting on Usenet
  - Post Cancelling on Usenet
- Causing unacceptable use; You may not advertise your information or data residing on any publishing facility (whether or not provided by us), or cause another person to advertise it, by techniques that would be classified as abuse if they were carried out from a Orpheus Internet account.
- Unauthorised Access ("Hacking", "Cracking"); You must not attempt to gain unauthorised access to any host, network, data, or account.

#### **4. Responsible Use**

You must act as a responsible Internet citizen at all times and follow all Internet usage guidelines that are generally accepted by the Internet community.

##### *Contents of Websites or Web Pages*

Your web site or personal web page(s) content must not include:

- Materials which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value; or
- Materials which suggest or depict obscene, indecent, vulgar, lewd or erotic behaviour, and which lack serious literary, artistic, political or scientific value; or
- Materials which hold Orpheus Internet or Orpheus Internet's partners, affiliates, employees or shareholders up to public scorn or ridicule; or
- Materials which encourage the commission of a crime, or which tend to incite violence, or which tend to degrade any person or group based on sex, nationality, religion, colour, age, marital status, sexual orientation, disability or political affiliation; or
- Materials which forward to, containing scripts or executables for, or any other component of an operation designed to fraudulently collect authentication, credit card, names, addresses, or any other personal data ("phishing"); or

- Materials advertised by spam sent from another network (“spamvertised”).

You must ensure that any published material that you provide through Orpheus Internet provides a clear warning before allowing access to any potentially offensive material.