

Acceptable Use Policy – Supplementary Terms and Conditions

This policy sets out the rules that apply when you use any services provided by Bridge Fibre Limited (“Bridge Fibre”, “we” or “us”) (“Services”). Bridge Fibre may change this policy at any time, effective upon the posting of the updated policy to the Website. Please check the Website regularly for updates. By using the Services, you agree to strictly comply (and procure that the Customer Authorised Users shall strictly comply) with this Acceptable Use Policy. If you do not do so (or any of the Authorised Customer Users do not do so), Bridge Fibre may restrict, suspend or terminate your Service(s) (at Bridge Fibre’s complete discretion).

Any capitalised terms used shall be as defined in Bridge Fibre’s General Terms and Conditions.

General

Bridge Fibre provides the Services for normal and reasonable use in the course of your business.

You must not use the Services:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful purpose or effect;
- to employ misleading email addresses or falsify information in any part of any communication;
- to send, receive or store any material which is offensive, indecent, defamatory or menacing (as reasonably determined by Bridge Fibre);
- to send, receive or store any material which infringes copyright, trademark or other any other intellectual property law; or
- in any other way which interferes or attempts to interfere with Bridge Fibre’s provision of the Services and/or any third parties use of the Services.

Bridge Fibre may run manual or automatic system tests (including scanning for open mail relays or unsecured proxy servers) to assess compliance.

You may not use the Services to:

- send, or procure the sending of, unsolicited or unauthorised e-mail messages (commercial or otherwise), or to collect the responses from unsolicited email, except where you fully comply with all applicable law;
- to email, upload, transmit, disseminate, post, store or post links to any content that:
 - a. is prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;
 - b. facilitates hacking or unauthorised access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
 - c. falsifies origin by forging TCP/IP packet headers, email headers, or any part of a message header;
 - d. interferes with service to any user, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an event, or any other means resulting in a crash of a host either deliberately or by negligence;
 - e. infringes or contributes to any infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party;
 - f. which you know to contain Malware, worms, trojan horses, time bombs, trap doors, spyware, adware, or any other computer code, files, or programs or repetitive requests for information designed to adversely affect, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- g. is unlawful, harmful, threatening, abusive, harassing, unlawful, libellous, defamatory, vulgar, obscene, or invasive of privacy;
 - h. is of adult nature, pornographic, or harmful to minors;
 - i. promotes violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - j. promotes illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of Services including use of credit card numbers; or
 - k. exploits the images of children or discloses personally identifiable information belonging to children.
- send messages for the purpose of fraud and/or with the intention of committing a criminal offence; or
 - run open mail relay servers or open proxy servers. We define an open mail relay server as being a mail server that will route e-mail from any originator without the need for authentication. We define an open proxy as a forwarding proxy server that is accessible by any Internet user without the need for authentication.

Internet Access

You must not use your Internet connection, or knowingly allow or enable (or fail to take appropriate measures to prevent) another person to use your Internet connection, to attempt a denial of service attack or any other possible hacking activities.

You must not use the Services to send data which has forged addresses, or which is deliberately constructed to adversely affect remote machines.

You must take appropriate measures to protect your own IT systems, including (without limitation) by running good quality Malware detection applications and using encryption software to protect sensitive information stored on our computers. We will not be liable for any failure to take such steps.

We reserve the right to restrict the passage of communications where you make profligate use of our network or the Services to the detriment of us or our other customers, until you give an acceptable undertaking to us to modify your use of the Services.

Shared services

Bridge Fibre reserve the right to manage network traffic using prioritisation techniques to ensure that during busy periods time sensitive applications such as VOIP Services, email, and web browsing are given priority over bandwidth intensive, non-time-sensitive applications such as Peer-to-Peer (P2P) file sharing.

Breach of this policy

The examples of prohibited behaviours set out in this Acceptable Use Policy are not intended to be exhaustive and we reserve the right to take into account other examples of behaviour that we may determine to be relevant when deciding whether or not your use of the Services is appropriate. When we consider that a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of our General Terms and Conditions of Supply which apply to our provision of the Services, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Services;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Acceptable Use Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Governing law and jurisdiction

The terms of this Acceptable Use Policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.