

Acceptable Use Policy



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Issue Date: Monday, 27 June 2016

Classification: PUBLIC

Audience: Public

Version: 3.0

Document Type: Company Policy

Distribution List (if applicable):

1. How this Acceptable Use Policy Works

- 1.1. This Acceptable Use Policy forms part of Our (GCI Network Solutions Ltd) contract with You (the Contracted Party) to provide the Services you have asked us to provide under the governance of Terms of Service which are available on our website at www.outsourcery.co.uk.
- 1.2. Breaches or lack of adherence to any applicable clauses contained in this policy will be seen as a material breach of our mutual contract and can ultimately lead to termination.
- 1.3. You are responsible for violations of this Acceptable Use Policy by anyone using the Service whether authorised by you or not.

2. Your Obligations

- 2.1. It is your obligation that Outsourcery Products and Services may not be used:
 - 2.1.1. in any way that breaches any applicable federal, state, local or international law or regulation;
 - 2.1.2. 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 but not limited to:
 - (a) 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;
 - (b) to monitor data or traffic on any network or system without the authorisation of the owner of the system or network;
 - (c) 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;
 - (d) use of an Internet account or computer without the owners authorisation;
 - (e) 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;
 - (f) 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;
 - (g) use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user
 - (h) any activity or conduct that is likely to result in retaliation against our network, including blacklisting;
 - (i) to misrepresent yourself as other computer networks and users;
 - (j) to publish or transmit material that can be interpreted as:
 - (i) defamatory, obscene, offensive, or inflammatory;
 - (ii) to infringe any copyright, or trademark;
 - (iii) be likely to deceive any person;
 - (iv) to promote or assist any illegal activity

- (v) to be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- (vi) be used to misrepresent your identity or affiliation with any person or organisation
- (vii) to breach any of the **IFFOR** policies
- (viii) register an abusive string in the sTLD including, without limitation, strings that infringe the intellectual property rights of a third party, including common law trademark rights; strings that are obvious variants of well-known trademarks not belonging to the registrant; first and last names of an individual other than the individual or his/her agent or names that suggest the presence of child pornography.
- (k) to publish or otherwise distribute Warez* or copywritten or other illegal material where the onus is on You to prove that You own the rights to publish material, not for Outsourcery to prove that You do not;
- (l) to generate or generate calls, emails or data activity causing **Nuisance Calls, Artificial Inflation of Traffic, SPAM or Unsolicited Commercial E-mail (UCE), Distributed denial of service (DDoS)** or/and therefore adversely affect overall platform performance.
- (m) to participate in any file-sharing/peer-to-peer activities;
- (n) to use excessive amounts of server resources. These include bandwidth, processor utilization and/or disk space;
- (o) to run scripts that manipulate the timeouts on servers or scripts that are designed to provide proxy Services, anonymous or otherwise.
- (p) to offer HTTP downloads, other than where the files are directly related to the subject matter of the site. Any downloads offered by You under this clause are subject to contract space, bandwidth and content restrictions and Outsourcery reserves the right to archive any download content we do not believe to be necessary for the normal operation of the site, and the definition of this is entirely at Our discretion.
- (q) 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
- (r) to engage in activities that give rise to **Artificial Inflation of Traffic** or assist or allow others to do so;
- (s) 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;
- (t) contrary to any instructions given by us;
- (u) in a way which would cause us to breach the terms of any of our or their licences;
- (v) in a way which in our opinion is likely to be detrimental to our business and/or our reputation; or

(w) 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;

2.2. It is your obligation terms to ensure your usage:

2.2.1. complies with RIPE policies as updated and amended on the RIPE website at www.ripe.net from time to time;

2.2.2. complies 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 or parties who are authorised to enforce such compliance;

2.2.3. 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;

2.2.4. complies with the rules and conventions for postings to any social media, 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.

2.2.5. Complies with any policies and terms and conditions imposed by the third party suppliers or operators.

3. Our Obligations

3.1. If we 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 or they consider appropriate in such circumstances which may include

- investigating the matter;
- terminating all or part of the Services with immediate effect; and/or
- suspending all or part of the Services;
- taking down or otherwise removing and destroying any materials; and/or
- informing appropriate governmental authorities or other third parties.

3.2. You must co-operate with us in any such investigation referred to in clause 3.1.

3.3. Unless provided otherwise, the Charges will continue to be payable during any period of suspension.

4. Indemnity

You shall indemnify us, 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.

5. Our Disclaimer

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.

6. Updating this Acceptable Use Policy

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 the Outsourcery Website. Your continued use of a Service will be an acceptance of the Acceptable Use Policy as updated.

7. Definitions

Artificial Inflation of Traffic or AIT

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;

Communications Provider

As defined in the Communications Act 2003

Call

A signal, message or communication which can be silent, visual or spoken;

Distributed Denial of Service (DDoS)

Denial-of-service (DoS) or distributed denial-of-service (DDoS) attack is an attempt to temporarily or indefinitely interrupt or suspend services connected to the Internet by saturating the target service/platform with external communications requests.

IFFOR

International Foundation for Online Responsibility, the policy making body for the .xxx sTLD.

Nuisance Call

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.

Revenue Share Service

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)

RIPE

The Réseaux IP Européens Network Coordination Centre (RIPE NCC) is one of five Regional Internet Registries (RIRs) providing Internet resource allocations, registration services and coordination activities that support the operation of the Internet globally.

SPAM or Unsolicited Commercial E-mail (UCE)

Unsolicited nearly identical messages sent to numerous recipients by email often containing links to phishing websites or malware. Also described as Unsolicited Bulk E-mail (UBE)