



## ITHQ Acceptable Use Policy

This acceptable use policy ("**Policy**") sets out the terms between you and ITHQ under which you may use those data storage services, remote infrastructure services, managed services, telecommunications services, consultancy services, electronic document transfer services and/or any other services provided by ITHQ (each and together the **Services**). This Policy applies to you and each of your employees or other users of the **Services**.

Your use of our Services means that you accept, and agree to abide by, all the policies in this Policy, which supplements the terms and conditions of Terms and Conditions

## Prohibited Uses

You may use our Services only for lawful purposes. You may not use our 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 or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards (as set out below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or resell any part of our Services in contravention of the provisions of this Policy or the Terms and Conditions.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Services;
  - any equipment or network on which our Services is stored (except to the extent that such equipment or network is owned by you and the interference has no effect on our delivery of the Services);
  - any software used in the provision of our Services; or
  - any equipment or network or software owned or used by any third party.

## Limited Use Services

Where any of the Services have specified usage limits, and subject to notification by any third party which is partnered with ITHQ in the delivery of those Services, ITHQ will make reasonable commercial endeavours to notify you when you are approaching those limits.

However, you take overall responsibility for monitoring such usage and any additional charges which arise as a result of exceeding any such limits will be entirely your responsibility.

## Content Standards

These content standards apply to any and all material which you store on or transmit via our Services ("**Content**").

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Content as well as to its whole.

Content must:

- Comply with applicable law in the UK and in any country from which they are posted.

Content must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### Suspension and termination

We will determine, in our discretion, whether there has been a breach of this Policy through your use of our Services. When a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Policy constitutes a material breach of the upon which you are permitted to use our Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our 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.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

### Changes to the Acceptable Use Policy

We may revise this Policy at any time by notice to you. Some of the provisions contained in this Policy may also be superseded by provisions or notices published elsewhere in respect of our Services.