

ZOOM FIBRE LIMITED

Acceptable Use and Privacy Policy

This Acceptable Use and Privacy Policy applies to you and anybody you allow to use our network and/or services (together the "**Service**"). Any reference to "you" shall be interpreted to mean you and anybody you allow to use the Service. You are responsible for the use of the Service by any person you allow to use it.

Any user of the Service (a "**User**") will need to comply with this Acceptable Use Policy (AUP) & Privacy Policy. We may change the AUP/Privacy Policy to reflect any changes in the law or community standards or whenever we deem it necessary. Any changes will be effective upon posting to our website at the following URL: www.zoom.net.uk and it will be the Users responsibility to ensure that they are fully aware of these changes.

The Service is provided to you by one or more affiliates of ZOOM FIBRE LIMITED, a company registered in England and Wales (company number **12603975**) whose registered office is 74 -76 Barrack Lane, Bognor Regis, England, PO21 4DE ("**Us**"). References in this AUP/Privacy Policy to "we", "our", and "us" are to ZOOM FIBRE LIMITED and to "you" and "your" are to a User.

If you have any queries about our AUP/Privacy Policy, you can contact us by emailing us at support@zoom.net.uk

1. Lawful Purpose

The Service may only be used for lawful purposes in accordance with all current and future laws, statutes and regulations in force from time to time in the country (or countries) in which the Service is being used ("**Laws**").

You may not use the Service to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Laws;
- simulates communications from us (or another entity) in order to collect identity information, authentication credentials, or other information;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect;
- damages or may damage our name and/or reputation;
- distributes viruses or malware or other similar harmful software code;
- promotes unsolicited advertising or sending spam;
- gains unauthorised access to or use of computers, data, systems, accounts or networks;

or permits any other person (whether intentionally or otherwise) to do so.

2. Violation of systems or network security

You must not use the Service to violate our network security or any third party's system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan

or test the vulnerability of a system or network; or

- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate our network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses or Trojan horses; or
- tools designed to compromise the security of other sites; or
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP/Privacy Policy or any acceptable use policy of another Internet services provider.

You must not connect to the Service insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP/Privacy Policy including but not limited to the transmission of Unsolicited Bulk Email or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third party system.

You are responsible for all data and/or traffic originating from the machines and/or networks that you have connected to the Service. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating data and/or traffic which contravenes this AUP/Privacy Policy upon your becoming aware of the same and/or once notified of such activity by us. This includes, but is not limited to: PC's, tablets, laptops, mobile handsets, wired and wireless home networking devices and games consoles.

3. E-mail and Privacy

You must not send email to anyone who does not wish to receive it. We acknowledge that email is an informal method of communication, however you must refrain from sending emails to another user after receiving a request to stop.

Unsolicited Bulk Email means email which is both 'Unsolicited', meaning that the recipient has not granted verifiable permission for the message to be sent, and 'Bulk', meaning that the message is sent as part of a larger collection of messages, all having substantively identical content. You must not send Unsolicited Bulk Email or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited. You must only send advertising material to recipients that have specifically requested it.

You must not transmit or knowingly reply to mail-bombs. Mail-bombing is either emailing multiple copies of a single message, or sending large or multiple files or messages to a single user or Internet site with the intention of disrupting the recipient's mail service.

You must not use false email headers or alter the headers of email messages to conceal their email address or to prevent Internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any email you send is from, authorised or endorsed by our company or any other third party or relates to our business or any other third party business without express prior consent.

Because the internet is an inherently open and insecure means of communication, any data or information you may transmit over the internet may be susceptible to interception and alteration. Subject to our AUP/Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information you transmit via the services or over the internet, including any data or information transmitted via any server designated as "secure."

4. Advertising to unsolicited recipients

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of Unsolicited Bulk Email (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication. This prohibition applies whether the abusive communication takes place using our network, or otherwise. Hosting providers in particular should take care to ensure that their own acceptable use policy includes a prohibition of services advertising to unsolicited email recipients, since we reserve the right to demand immediate suspension of access to services advertising to unsolicited email recipients, once such services are drawn to our attention.

5. World Wide Web and surfing the net

You will be solely responsible for your use of the Internet and any web pages owned and/or operated by you or anyone you permit to use the Service and that are connected to the Service. You must not use world wide web pages within or outside the Service to violate any part of this AUP/Privacy Policy or to disrupt or attempt to disrupt another Internet user's Internet experience and, in particular, any such web pages must comply at all times with the provisions of clause 1 and clause 2 of this AUP/Privacy Policy.

6. Our rights

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP/Privacy Policy.

Secondly, if you have breached this AUP/Privacy Policy, or we reasonably suspect that you may have breached this AUP/Privacy Policy we will notify you (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to the Service until such time as we are satisfied the breach has stopped;
- (b) immediately end your contract for the provision of the Service;
- (c) notify and/or pass on the details of the breach of the AUP/Privacy Policy to any relevant government, statutory, self-regulatory or law enforcement agency (each a "**third party authority**");
- (d) investigate the alleged breach of the AUP/Privacy Policy, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on our network or our servers; or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on our network and/or our servers.

You expressly authorise us to use your personal data and other account information in connection with any investigation carried out by us in accordance with this AUP/Privacy Policy, including by disclosing it to any third party authority that we consider has a legitimate interest in any such investigation or its outcome.

We reserve the right to terminate the Service with immediate effect and without further obligation or liability to you as required by any law enforcement organisation or by the Courts or any relevant regulatory authority.

7. Making a complaint

If you wish to notify us of a breach of this AUP/Privacy Policy, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via our network or one or more of our services, please email us at support@zoom.net.uk

8. Law and Jurisdiction

The terms of this AUP/Privacy Policy are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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