

GNU CONSULTING LTD - ACCEPTABLE USE POLICY

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

Your use of our Services means that you accept, and agree to abide by, all the policies in this Policy, which supplements our Contract and Terms and Conditions, collectively (the **Agreement**).

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 re-use 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 or similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer system or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Services in contravention of the provisions of this Policy or the Agreement.
- Not to access without authority, interfere with, damage or disrupt:
 - Any part of our Services or;
 - Any equipment or network on which our Services are 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.

The list above is not exhaustive.

LIMITED USE OF SERVICES

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

However, you shall 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 and you shall further indemnify GNU Consulting Ltd against any loss resulting from your exceeding any limits.

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 or entity.
- 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 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 an 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 Agreement 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 proceeding 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 reasonable 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 in writing. Some of the provisions contained in this Policy may also be superseded by provisions or notices published elsewhere in respect of our Services.