

Internet Service – Acceptable Use Policy

v1.0 05/17

Introduction

This Acceptable Use Policy ("AUP") sets out the principles governing your use of the systems, services and equipment provided by soVision IT Ltd ("soVision") and our authorised resellers. This AUP forms part of soVision's ISP Standard Terms and Conditions which can be found at <http://www.sovisionit.com>.

Modifications

soVision retains the right to amend, modify or substitute this AUP at any time without notice and any such modification, amendment or substitution shall be posted on <http://www.sovisionit.com> and is automatically effective. soVision recommends that you visit our website regularly to check for any updates or amendments to this AUP. Whilst the AUP provides guidelines and policies, it is not intended to be an exhaustive list and soVision reserves the right to treat as abusive any such thing as it considers to be applicable under the terms of the AUP.

Compliance with Law

1. You shall not post, publish, transmit or store material on or through any of soVision's systems, services or products which:
 - a) is in violation of any law or regulation which is enforceable in the United Kingdom; or
 - b) is threatening, obscene, indecent, defamatory, or blasphemous; or
 - c) is calculated to incite hatred against any ethnic, religious or other minority or is otherwise calculated to affect any individual, group or entity adversely; or
 - d) violates the rights of any person, including rights of Privacy and rights of Personality;
 - e) infringes or breaches any third party intellectual property rights (which shall include but not be limited to copyrights, trade marks, design rights, trade secrets, patents, moral rights and performance rights).
2. For the avoidance of doubt, your installation or distribution of "pirated" software or other software products or other video or sound material that are not appropriately licensed to you will constitute a violation of intellectual property rights. In the event of any disagreement as to whether materials posted, transmitted, or stored by you are in contravention of this section, the decision of soVision shall be final and binding.
3. You shall not collect or otherwise obtain personal data from or via a website, system or programme hosted by soVision without having in place the appropriate registration and complying with all other obligations under the Data Protection Act or its equivalent in any relevant jurisdiction.
4. You shall not use any website, system or programme hosted by soVision to conduct any activities covered by any Betting, Gaming or Lotteries legislation without holding the appropriate licences for such activities nor shall you carry on or purport to carry on any investment business through the Internet or advertise such services unless authorised to do so under the provisions of the Financial Services Act or any other applicable legislation governing financial services.
5. You shall not post, transmit, re-transmit or publish:
 - a) unsolicited promotional or advertising material; or
 - b) chain letters or pyramid selling schemes.

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6. You shall not undertake any activity which is likely to:
- a) corrupt, interfere with or destroy another soVision user's ("Users") data; or
 - b) violate the privacy of other Users; or
 - c) interfere with other Users' enjoyment of soVision services, including but not limited to overloading access links or switching equipment

Prohibited Use - Emails

You must not interfere with other Users' enjoyment of soVision services, including, but not limited to:

- a) Overloading access links or switching equipment; or
- b) Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("email Spam"). You are explicitly prohibited from sending unsolicited bulk mail messages - this includes, but is not limited to, bulk mailing of commercial advertising, promotional, or informational announcements, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving email of this nature, you must not send that person any further email; or
- c) Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings; or
- d) Malicious email, including, but not limited to, "mail-bombing" (flooding a user or site with very large or numerous pieces of email); or
- e) Unauthorised use, or forging, of mail header information; or
- f) Use of unsolicited email originating from the soVision network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by soVision, or connected via soVision network; or
- g) Wilful failure to secure open SMTP ports so as to prevent the unauthorised use of customer resources for the purposes of sending unsolicited email by a third party.

Security

The security (including authentication) of any Internet Protocol services used by you for your business is your responsibility. It is also your responsibility to ensure that you keep your passwords secure. soVision is not liable for any negative consequences, for instance lost or corrupted files, incurred by your failure to employ adequate security measures.

Web Content

The Internet contains material that is inappropriate for minors and may cause offence to others. soVision does not censor or restrict access to any material or information on the Internet unless required to do so by the Police or other competent authority. We will however refer any complaints regarding censorship to the Police for further investigation.

soVision is not responsible for the content of any internet website, chatroom, electronic notice board or any other material that it hosts but has been published by its customers. Furthermore, soVision does not accept responsibility for the violation of any laws resulting from such publication.

Violation of AUP

At its sole discretion, soVision reserves the right to remove materials from its servers and to terminate Internet access to customers that soVision determines have violated this AUP.