

### Introduction

This Acceptable Use Policy (hereinafter referred to as “Policy” or “User Policy”) sets out how “the Services” (defined as the Aggregation Service provided to you under these Conditions via the Network) provided by Netcelero Limited and its subsidiaries (collectively, “Netcelero,” “we,” or “us” may be used and any restrictions on your use of the Services.

This User Policy has been created to promote the integrity, security, reliability and privacy of Netcelero’s systems and networks and governs your use of the Netcelero systems, services and equipment. **Please read this Policy in conjunction with our General Terms and Conditions. A copy of which can be found at [www.netcelero.com/support](http://www.netcelero.com/support).**

User Policy also identifies the actions that Netcelero considers to be abusive and prohibited, use of the Netcelero systems, services and equipment. If we have reasonable grounds to suspect that you are in breach of this User Policy or any other terms on which we provide services to you, or you do anything which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the Services without liability to you. We will give you notice of suspension or termination as soon as it is practical to do so.

Netcelero retains the right to amend, modify or substitute this Policy at any time. Any such modification, amendment or substitution shall be posted on our website at [www.netcelero.com/support](http://www.netcelero.com/support). The most up to date version of the Policy will apply to your use of the Services.

### Prohibited Conduct

You understand that you are responsible for all electronic communications and content sent by you and that you will be responsible for all activities that take place as a result of access to the Services via your Account (whether authorised by you or not). All capitalised terms herein (unless otherwise defined) shall have whatever meaning is ascribed to them in the general terms and conditions.

You must not use the Services, Equipment, Network or any content:

- ⓘ For unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity.
- ⓘ To send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable.

- Ⓞ To harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties.
- Ⓞ In any way or manner which does not comply with any relevant legislation or licence or with any instructions.
- Ⓞ In any way that causes, or is likely to cause, the Services or access to the Services to be interrupted, damaged or impaired in any way.
- Ⓞ To send anything which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any Spam; or
- Ⓞ Other than in accordance with the acceptable use policies of any connected networks or relevant third party service providers, or any other conditions notified to you prior to your use of the Services.
- Ⓞ In any way that we in our reasonable discretion consider objectionable, inappropriate, likely to injure the Netcelero brand and reputation, or otherwise unacceptable (may include the use of Internet services for bit torrenting or peer-to-peer file sharing services).

In addition, you shall:

- Ⓞ Not without our written consent, save as permitted by law, and shall not permit any other person to: (a) copy, modify, disassemble, reverse engineer, decompile or in any other way interfere with any software provided as part of the Services; or (b) create any new software partly or wholly based on the software; or (c) transfer, assign or sub-license your right to use the software or attempt to do so
- Ⓞ Please note that Netcelero if approached with complaints relating to any of the above violations will cooperate and assist the police, law enforcement and regulatory bodies with their investigations in order to bring such misuse and violations to an end
- Ⓞ Not use port-scanning software on any content or Services
- Ⓞ You will indemnify and hold Netcelero harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach by you of these terms and provisions

## Copyright and Third Party Rights

Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the Internet and on the Services are protected by copyright. Publishing material on the Internet and on the Services does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.



## Acceptable Use Policy

---

It is an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

The Services must not be used, directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.

### **Fraud**

Nobody may use the Services, either directly or indirectly to impersonate any person, entity or a minor or to commit or attempt to commit any fraud.

In using the Services, you must not use a false name or a name you are not entitled to use.

### **Communications from Netcelero**

We may use e-mail to communicate with you from time to time. We will consider the e-mail delivered at the same time that it is sent. Communication from us via post will be considered delivered after 2 full working days, i.e. mail sent on a Monday will be considered delivered on the following Thursday. All post will be sent to the address registered on your account.