



TATTON TECH

Acceptable Use Policy (AUP)

This Acceptable Use Policy ('Policy') is intended to help protect our customers, and the Internet community, from inappropriate use of the Internet. As a customer of Tatton Tech your use of, and access to, any of our Services constitutes acceptance of this Policy. We reserve the right to revise and update this Policy from time to time and your continued use of any of our Service after any such update constitutes your acceptance of any new Policy. Our updates will be posted on our website which we recommend you check at a regular basis.

We differentiate between business use and personal use and different tariffs apply to each. You may only use our service for commercial or business purposes if you have subscribed to one of our business tariffs. If we believe that you are using your services for business purposes without our permission, we have the right to suspend your account.

The purpose of the policy is to ensure we are providing a fair and sustainable broadband service for all Tatton Tech customers as well as ensuring that our customers are not doing anything illegal or malicious on our network.

1. Who is responsible for your internet use

You are responsible for the way the Services are used and for ensuring that your use of the Services is within the law. If you allow other individuals to use our services, you will be responsible and held accountable for any breach of our AUP or Terms and Conditions committed by those individuals. If you allow individuals under the age of 18 to use our services, we recommend that you take the reasonable precautions to ensure that they use the services appropriately.

2. Illegal and inappropriate activities

While using any of our services you must comply with the relevant laws that apply in the United Kingdom. The list below is not exhaustive and any act which adversely affects either us or a third party may result in us suspending or terminating your account. You must not use any part of our services to:

- a) download, possess or transmit in any way, illegal material (for example indecent images of children);
- b) send, publish, distribute, circulate or otherwise propagate any material that is threatening, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;
- c) you must not send, with the intention of causing annoyance, inconvenience or needless anxiety a message that you know to be false, or cause such a message to be sent;

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TELEPHONE +44(0) 1565 748977 EMAIL info@tattontech.co.uk WEBSITE www.tattontech.co.uk

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- d) gain or attempt to gain unauthorised access to any computer systems for any purpose;
- e) prevent other users of the service from accessing the service;
- f) cause critical disruption to the service (e.g. using the services to launch or receive a Distributed Denial of Service attack);
- g) execute, for malicious purposes, any form of network monitoring or data interception that may affect third parties;
- h) intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (this could include deleting files, changing the desktop settings introducing viruses or malware etc.); or
- i) infringe the legal rights of others, including, but not limited to, privacy rights, copyright and intellectual property rights.
- j) You must not send messages to anyone who does not wish to receive them. You must refrain from sending messages to another user after receiving a request to stop. You must not send unsolicited bulk messages or any other form of abusive electronic communication.
- k) 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 messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must take all reasonable steps to preserve the integrity of the service. In the event that Tatton Tech discovers, or is informed, that any equipment or software which you use to access to our services has been compromised, we reserve the right to request that you cease use of such equipment or software immediately.

3. Fair broadband use

Within our network available bandwidth is shared equally amongst all our Tatton Tech customers who are online at the same time. This means that speeds may be slower at peak times when more Tatton Tech customers are online compared to at other times when fewer people are online, in particular for customers using applications that require a lot of bandwidth such as downloading films (particularly in HD) and other large files, or streaming video via services like You Tube or Netflix.

Our network is busiest between 5pm and midnight on weekdays and all day at the weekend, but can be busy at other times too, depending on regional, national and international demand.

We therefore monitor how much data is used on every account and we ask that you undertake not to use the Services in any way that would in Tatton Tech's reasonable

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opinion materially affect the use of, or access to, the internet of any other person (including substantial data transfers during peak times).

4. The actions we can take

We will block any electronic communication that we reasonably consider to have breached this AUP. If you have breached this AUP, or we or a third party reasonably suspect that you may have breached this AUP, we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- a) immediately suspend your access to Tatton Tech, or reduce your speeds until such time as we are satisfied the breach has stopped
- b) immediately end your Tatton Tech Contract
- c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority
- d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the Tatton Tech Network or our servers
- e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the Tatton Tech Network and/or our servers

We will do this at our discretion and without prior notice.

Tatton Tech will use your personal data and other account information in connection with any investigation carried out by Tatton Tech in accordance with this AUP, including by disclosing it to any third party authority that Tatton Tech considers has a legitimate interest in any such investigation or its outcome.

5. Breach of the AUP

We may receive a complaint about your use of the Internet. If it comes through a formal legal process (e.g. a Court Order) then we will follow the appropriate legal steps. However, we may receive an informal complaint about your use of the Internet (an abuse complaint to data@tattontech.co.uk) that indicates you may not be following this Acceptable Use Policy. We will contact you to investigate, but where we are required by law or to protect Tatton Tech's interests or the interests of a 3rd party or you are not able to satisfy our investigation, then we reserve the right to suspend or terminate your service immediately.

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