



alpha omega[®] **COMPUTERS Ltd**
TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park. Grange Road. Batley. WF17 6ER

Acceptable Use Policy for Internet Services
Provided by
Alpha Omega Computers LTD

1. Introduction

1.1. This acceptable use policy ("AUP") outlines the principles that govern use of the systems, services and equipment (e.g. your cable modem) provided by Alpha Omega Computers Limited or any other member of the Alpha Omega Computers group ("Alpha Omega Computers" or "we") in connection with your Alpha Omega Computers services.

1.2. You must read this AUP very carefully. It is important. It forms part of your customer services agreement with us.

1.3. "User(s)" or "you" means customers or anyone else who uses or accesses Alpha Omega Computers services.

1.4. We may amend, modify or substitute this AUP at any time. Your continued use of any Alpha Omega Computers services after any such amendment, modification or substitution constitutes your acceptance of any new AUP. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.

2. Alpha Omega Computers enforcement actions – our rights to investigate, suspend, restrict or terminate your services

2.1. We reserve the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the services.

2.2. We will take action if you abuse our services. The actions we may take, in our sole discretion, at any time include but are not restricted to:

- (a) a quick chat on the phone or an informal email asking for your cooperation;
- (b) a formal warning to you
- (c) suspension of your account (with or without notice);
- (d) restriction of your access to all or any part of our services (with or without notice); or
- (e) termination of your account (with or without notice).

This is not a full list of the action we may take. See also the Terms and Conditions of our supply of goods and services to you and if applicable your Service Level Agreement with us ("terms and conditions") and paragraph 2.3 below.

2.3. Notwithstanding our right to restrict, suspend or terminate your services, if you breach this AUP and/or our terms and conditions we may issue a formal warning to you specifying the unacceptable conduct and notifying you that repeated breaches may result in all or part of our services being temporarily or permanently withdrawn from you.

2.4. If, after we have issued a formal warning in accordance with paragraph 2.3 above, your conduct continues to breach this AUP, then we will withdraw all or any part of the services from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, services or equipment will comply with this AUP. Read the guidance in paragraph 3.4 below about



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reviewing your Alpha Omega Computers mailbox regularly to ensure you are aware of any warnings we send you.

2.5. If such a suspension is imposed, then this may be lifted at our discretion upon receipt of a formal written undertaking from you not to commit any future relevant abuse. Until the formal written undertaking is received by us using the contact details we specify to you, your account will remain suspended. Alpha Omega Computers is in no way responsible for any loss during transmission (post, email, fax).

2.6. Prior to terminating services as a general rule, we will attempt to work with Users (but are not obliged to do so) to avoid future violations of the AUP and to ensure that there is no reoccurrence of the incident(s) in question.

3. Use of the services

3.1. You must not use our services in any way that is unlawful or illegal or in any way to the detriment of other Internet users. You also must not allow anybody using your connection to use our services in any way that is unlawful or illegal or in any way to the detriment of other Internet users.

3.2. In addition to and without prejudice to your obligations pursuant to our terms and conditions, you agree to comply with (and ensure that others using the services comply with) all applicable laws, statutes and regulations in connection with the services. As the User of record, you are liable for all use of all accounts in your name, irrespective of use without your knowledge and/or consent.

3.3. You are required to keep your contact details provided to Alpha Omega Computers up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.4. Users are expected and required to review email messages in their primary Alpha Omega Computers mailbox provided as part of the services or the preferred email address registered with Alpha Omega Computers on a regular basis. This is to enable us to advise you of any significant issues that may affect your use of the services. We recommend that you check your primary Alpha Omega Computers mailbox or preferred email address at least every 3 days. We normally notify customers of AUP-related issues prior to suspension/disconnection of services and it is important that you read these emails.

3.5. In the event that your use of our services is under investigation by relevant authorities, we reserve the right to suspend the services for the duration of the investigation.

4. Your responsibilities – security

4.1. The security of the services used by you from your business, and if applicable your home, is your responsibility. We are not responsible for the consequences of your failure to employ adequate security measures (e.g. lost or corrupted files, identity theft, fraud).

4.2. Wireless networks and routers should be secured by applying the encryption methods specified by us and in accordance with current accepted best practice. Unsecured Wi-Fi connections could lead to you being held legally responsible for misuse on your account by a third party.

Device security



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4.3. Users are responsible for the security of their own devices that are directly or indirectly connected to our systems. This includes, but is not limited to: PCs, iPods/iPads (or equivalent), laptops, smart-phones, wired and wireless home networking devices and games consoles.

4.4. If we identify that devices on the end of your connection are causing significant impact to our service or are part of a "botnet" (machines hijacked by others to distribute malicious software or other forms of abuse), we reserve the right to suspend or disconnect your services without notice.

4.5. Users must ensure that their devices are protected with up-to-date anti-virus software and a properly configured firewall as a minimum where applicable.

Account security

4.6. You must keep your password(s) confidential and secure. If you think that your password(s) has become known to any unauthorised person or may be used in an unauthorised way you should take steps to change your password immediately. If you believe that any of your devices have been used to breach the terms of this Acceptable Use Policy you must inform us immediately.

5. Your responsibilities - Alpha Omega Computers systems, services and equipment

5.1. Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of Alpha Omega Computers or otherwise) in his/her/its lawful use or enjoyment of any of our systems, services or products.

5.2. Specific prohibited acts in relation to Alpha Omega Computers systems, services and equipment are:

5.2.1. the sale or resale of our services and products;

5.2.2. any form of advertising or marketing practices - deceptive, misleading or otherwise;

5.2.3. furnishing false data on our sign-up forms, contracts or if applicable online applications, including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability);

5.2.4. If you are a residential customer and you wish to use our services for trade or business use, you must sign up to a business service. You may not trade or make business use of the services of any kind unless used for remote access to your employer's corporate network (and remember in any case that we are not liable for any loss occurring as a result of such use) or you subscribe to our small business product.

5.2.5. attempting to circumvent user authentication or security of any host, network, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

5.2.6. effecting security breaches or disruptions of communications. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging onto a server or account that the customer is not expressly authorised to access. For the purposes of this section "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to "crash" a host;



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5.2.7. using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a User's enjoyment of our network by any means, locally or by the Internet, including violating the privacy of other Users; and

5.2.8. conducting, for malicious purposes, any form of network monitoring or interception of any data that does not belong to you.

6. Your responsibilities - content/material

General

6.1. You are prohibited from storing, distributing, transmitting or causing to be published any "prohibited material" through your use of the services, including for example your use of the services to send emails, post on online forums and use social media. What constitutes "prohibited material" shall be determined by us (acting in our sole discretion). Prohibited material includes (without limitation):

6.1.1. material that is threatening, harassing, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;

6.1.2. material that infringes or breaches any third party's intellectual property rights (which shall include, but not be limited to copyright, trade marks, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) - this includes the use, distribution and/or copying of any material without the express consent of the owner;

6.1.3. material that is in violation of any law or regulation that is enforceable in the United Kingdom;

6.1.4. unsolicited promotional or marketing material;

6.1.5. chain letters or pyramid selling schemes; and

6.1.6. programs containing viruses, Trojans, malware (malicious software), hoaxes or any tools designed to compromise the security of Internet users, websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread.

6.1.7. phishing - material that is designed to acquire information such as usernames, passwords, credit card details or other personal information through masquerading as a trusted source.

6.2. For the avoidance of doubt, the storage upon and/or distribution via our systems and/or services by any User of "pirated" software, or any other materials that are not expressly licensed to the User, will constitute a violation of this AUP.

6.3. At our sole discretion (and without prejudice to any of our other rights pursuant to this AUP and our terms and conditions), we reserve the right to remove any material from any server under our control. In addition to any other action we may take, we reserve the right to notify relevant authorities, regulators and/or other third parties of the use, storage, distribution, transmission, retransmission or publication of prohibited material (and/or any other materials the dealing with or use of which may constitute unlawful conduct by Users).

Usenet news usage

6.4. Our services allow access to many Usenet discussion groups ("newsgroups"). You acknowledge that some newsgroups contain language, media or discussion of subjects intended for adult audiences. We do not monitor access to Usenet newsgroups or the content of posts by our customers or customers at other sites. Accordingly, we are not responsible for the content of any posting made to Usenet. Without



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prejudice to the generality of the terms of this AUP, the specific terms relating to Usenet newsgroup usage are as follows:

6.4.1. We reserve the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.4.2. We will investigate complaints regarding posts of inappropriate material to Usenet by Users and may, at our sole discretion, take action. Criteria for determining whether a post is inappropriate include (without limitation):

- (a) the written charter of the newsgroup(s) in question;
- (b) the established Usenet conventions outlined below;
- (c) the system resources consumed by the posting; and
- (d) applicable laws.

6.4.3. Usenet news articles posted using our services must comply with the written charter of the newsgroup to which they are posted. If a newsgroup does not have a charter, its title or recent content may be considered sufficient to determine the general topic of the newsgroup. You are responsible for determining the rules of a newsgroup before posting to it.

6.4.4. You may post advertisements only in those newsgroups that specifically permit them in the charter. Some newsgroups may permit "classified ads" for single transactions between private individuals, but not commercial advertisements. You are responsible for determining whether or not a newsgroup permits such non-commercial advertisements before posting.

6.4.5. Users may not alter the headers of posts to Usenet to mislead other Internet users as to the origin of the posting. This includes but is not limited to, pre-loading the path, using another user's details, using an incorrect "Date:" line. Using an invalid "From:" address for the purposes of combating e-mail spam messages that would otherwise be sent to you is not considered to be misleading. We may cancel Usenet articles posted via our servers if they breach this AUP. Users should not cancel Usenet articles of any third party without the express consent of such third party. You may not use our resources to cancel articles that you did not post. The sole exception to this rule is for moderators and retro-moderators of formally moderated newsgroups or newsgroups specifically allowing this in their charter, in which case the moderator or retro-moderator of a newsgroup may cancel any articles in a newsgroup he or she is moderating.

6.4.6. You may not attempt to "flood" or disrupt Usenet newsgroups. Examples of disruptive activities include posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

Email use

6.5. It is your responsibility to back up the contents of your email account. Upon suspension or termination of services the content may be removed and permanently deleted by Alpha Omega Computers without notice.

6.6. For the purposes of clarity the term 'unsolicited' can be defined as 'not asked for' or 'unwanted'.

6.7. Without prejudice to the other provisions of this AUP, we will investigate complaints regarding email and may take action at our discretion, which shall be based on but not limited to the following:

6.7.1. you may not use your email to send unsolicited messages

6.7.2. if so requested by us or any recipient(s), you must desist from posting messages to said recipient(s);



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6.7.3. malicious mail, unsolicited e-mail and unsolicited bulk e-mail is prohibited from being sent from or via a Alpha Omega Computers connection. Users must take all appropriate precautions to prevent such use of their machines by third parties. We will not forward mail from accounts terminated for bulk mailing or unsolicited advertising;

6.7.4. chain letters are unsolicited by definition and may not be propagated using the services;

6.7.5. you may not send, distribute, or reply to mailbombs (whether malicious or otherwise).

"Mailbombing" is understood as causing individuals to receive large amounts of unrequested email by any means;

6.7.6. Users may not construct, alter and/or forge the headers of email messages to conceal the sender's email address, or to prevent other Internet users from responding to messages;

6.7.7. harassment, whether through language, frequency or size of messages sent, is prohibited.

6.8. Violations of this AUP may result in a large amount of email traffic. If our customers send and/or receive so much email that our resources are affected, we reserve the right to take such action(s) as may be necessary (to be determined at our sole discretion) to protect both the services and our Users, including, but not limited to, deployment of appropriate network security software.

Webpace

6.9. It is your responsibility to back up your webpace content. Upon suspension or termination of services the content may be removed and permanently deleted by Alpha Omega Computers without notice.

6.10. We may modify, remove or suspend content on your webpace without notice if this AUP is breached in any way.

6.11. Any content that has potential to offend other Internet users contained on a User's webpace (even though it may be lawful and within the ambit of our terms and conditions) must be preceded by an appropriate content warning (to warn the visitor that should s/he continue s/he may find the resulting content offensive).

6.12. You are wholly responsible for the content stored on your webpace and must ensure that all appropriate intellectual property right permissions are obtained. If you cannot prove that you have permission to store certain content on your webpace upon request, we reserve the right to remove the content.

6.13. Any webpace content that results in abnormal data volume use that adversely impacts our systems may be removed with or without notice.

7.Servers

7.1. Users may only run servers to provide Internet Protocol Services ("IPS") within the limits set out in Sections 4, 5 and 7. Users are deemed wholly responsible for any and all network traffic emanating from relevant servers and are required to ensure that such IPS are secured against abuse by third parties. This includes (but is not limited to) ensuring that servers are running up-to-date security patches and are configured so as to not act as relay servers at any time. "Relay servers" mean servers that can be utilised by another Internet user to relay spam, or any other type of abusive network traffic.

7.2. Failure by Users to secure servers against such abuse may result in immediate suspension or termination of service by us (acting at our sole discretion), with no prior notice, in order to protect the overall network and the services we provide to other customers.



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7.3. In addition to the above, Users' provision of IPS must not adversely affect any other users of our network (including telephony and internet services). Further, Users may not include within and/or distribute via an IPS any content without the express consent of the owner of all relevant rights in such content (including but not limited to intellectual property rights). We reserve the right to monitor network traffic and to take appropriate action as required, including the right to restrict any IPS. We will not offer any technical support for the provision of IPS.

7.4. We may contact Users at any time to instruct them to stop making server(s) available via their Alpha Omega Computers services. Upon being notified Users must cease to operate the relevant server(s) with immediate effect.

8. Making a complaint

Complaints

8.1. Complaints regarding the conduct of Users on our network will be accepted by our standard abuse reporting mechanisms notified by us on our website. Any complaint must include as much quantitative and supportive evidence as possible to enable us to investigate the alleged conduct properly, such as a full email header and body. Submitting all relevant evidence in the original abuse report will significantly speed up the resolution of the issue by us.

8.2. In the event that we request from the complainant further evidence or clarification of some kind, and the information is not forthcoming in a timely fashion, the investigation will be closed without notice. Investigations will be kept open for a maximum of 15 days before being closed.

8.3. Please do NOT send excerpted parts of a message. Sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. For example full headers demonstrate which path the message has taken, and enable us to determine whether any part of the message has been forged. This information is vital to our investigation.