

# Acceptable Use Policy

June 2022

## 1. The legal background

This AUP seeks to clarify the compliance required by both parties to the use of Brigantia Services. It is important to note that the use of these services is governed by criminal legislation as set out in the relevant Criminal Acts which include but are not limited to the Computer Misuse Act (1990), the Protection of Children Act (1978), the Criminal Justice Act (1988) and the Prevention of Harassment Act (1997). The Data Protection Act (2018) imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties may constitute a criminal offence. Customers who are not merely processing personal data for domestic (including recreational) reasons are reminded to ascertain if they have a duty to register with the Information Commissioner. The Electronic Commerce (EC Directive) Regulations (2002) (SI 2002/2013) provides that Brigantia is not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our Service unless we have actual knowledge of those unlawful acts. Brigantia will take preventative measures to bring those acts to an end where it has direct knowledge of such acts.

## 2. How does Brigantia ensure UK legal compliance?

It is an offence under UK law to transmit, receive or store certain types of files. Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts which include but are not limited to the Computer Misuse Act (1990), the Protection of Children Act (1978), the Criminal Justice Act (1988) and the Prevention of Harassment Act (1997).

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents and registered trademarks. Customers are therefore not permitted to use their Brigantia Services in such a way as to violate intellectual property rights. Brigantia will assist any rights holders in the enforcement of the holder's rights where necessary and will terminate services if needed to enforce those rights.

The Data Protection Act (2018) imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties may constitute a criminal offence. Customers who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

Under the Electronic Commerce (EC Directive) Regulations (2002), Brigantia is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

### **3. How does Brigantia comply outside the UK?**

It is possible for our customers to be in breach of the laws of foreign countries. Customers are therefore advised to take due care and all reasonable action to ensure that they do not violate the laws of foreign countries.

### **4. Hosting (shared)**

The customer is responsible for all content on their website and all files stored in their allocated web-space. It is the sole responsibility of the customer to ensure that their data is protected by a robust backup strategy and Brigantia accepts no liability for any data loss suffered by the customer for any reason. It is the customer's responsibility to ensure that the contents of their website comply with all applicable UK laws and EU directives, and that their website does not infringe upon the intellectual property rights of third parties.

### **5. Hosting (dedicated and virtual)**

The customer is solely responsible for all content on their server. It is the sole responsibility of the customer to ensure that their data is protected by a robust backup strategy and Brigantia accepts no liability for any data loss suffered by the customer for any reason. It is the customer's responsibility to ensure that the contents of their server comply with all applicable UK laws and EU directives, and that any websites and/or content hosted on their server do not infringe upon the intellectual property rights of third parties.

### **6. Irresponsible usage**

You may use our Services for lawful purposes only. You may not use them:

- a. In any way that breaches any applicable local, national or international law or regulation.
- b. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c. For the purpose of harming or attempting to harm minors in any way.
- d. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in the UK and in any country from which they are posted.
- e. Contributions must not contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory promote sexually explicit material, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, any copyright, database right or trade mark of any other person, 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 a 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 example only) copyright infringement or computer misuse, to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- f. To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful

programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- g. You must not infringe the rights of others, including the right of privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file).
- h. Illegally or irresponsibly to the detriment of other users extract, collect, process, combine or store personal data about other users.
- i. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- j. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using Brigantia services and for any consequences thereof.

Customers posting any of the above content on their sites will be notified using Customer’s current email address on file, and may be suspended or given a time frame to take corrective actions. If no corrective actions are taken, Brigantia will suspend the services of the hosting account until a resolution is met between Brigantia and the Customer.

## **7. Use of your account**

You must not use your Brigantia account for the purpose of obtaining unauthorised access to any computer or service. You are responsible at all times for use of the account, whether through yourself or through third parties. Customers must not, via tunneling, use of proxies, or by any other means, attempt to avoid the service restrictions imposed on this account type.

The customer accepts and acknowledges that they have a responsibility to ensure that their Brigantia services are not used in an irresponsible manner. Brigantia deem that the following activities are irresponsible; bulk unsolicited emailing (spamming), the hosting of fraudulent or ‘phishing’ sites, the use of Brigantia services to circumvent the security of third party machines and exceeding data transfer allocation. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to us will always be accurate, correct and up to date. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## **8. Use of web space**

You are responsible for ensuring that the data offered in the web space does not break any UK law or any law in your home country. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

## **9. Fair usage on connectivity products**

We operate a “fair use policy” on our Services in order to ensure that all customers have acceptable performance at peak times (business working hours 9am to 6pm). If you are found to be using a disproportionate amount of bandwidth for your services at peak times you may be asked to reduce your usage, or move to an alternative Service. Failure to remedy this situation may result in your Service being terminated or restricted.

If Brigantia believes the Customer’s usage is disproportionate it may take action to suspend or terminate the Customer’s use of the Service unless:

- a. the Customer’s usage is reduced immediately; or
- b. the Customer upgrades to a more appropriate Connectivity service as proposed by Brigantia.

## **10. Misuse of system resources**

This includes but is not limited to employing programs that consume excessive CPU time (outside of reserved CPU slice), network capacity, disk IO or storage space.

## **11. Unsolicited communications**

Sending unsolicited bulk messages utilising our network, generating a significantly higher volume of outgoing email than a normal user, using a non-existent email return address, open email relaying, sending out unsolicited email from any other network that points to a Brigantia server and other unsolicited communications not mentioned herein.

## **12. Access to other computers or networks without authorisation**

Attempting unauthorised and/or illegal access of computers, networks and/or accounts not belonging to the party seeking access and any act which interferes with the services of another user or network or any act relating to the circumvention of security measures.

## **13. Suspension and termination**

Failure to comply with this policy constitutes a material breach of the Brigantia Terms and Conditions and may result in our taking all or any of the following actions:

- a. immediate, temporary or permanent withdrawal of your right to use our Service;
- b. immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- c. issue of a warning to you;
- d. commence legal proceedings 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;
- e. further legal action against you;
- f. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

Any breaches of this policy should be reported to [abuse@brigantia.com](mailto:abuse@brigantia.com) along with the entire posting including the full headers. Although it is not always possible to respond to each abuse report, all complaints will be investigated thoroughly.

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

#### **14. Changes to this policy**

We may revise this policy at any time and will notify you accordingly. You must take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published on our website.