



ACCEPTABLE USE POLICY

This Acceptable Use Policy (Policy) sets out the terms on which a Customer may use the Services provided by ACME UC Limited (ACME UC), and are incorporated into the Master Supply Agreement (MSA) entered into by ACME UC and a Customer. The Customer's use of the Services constitutes the Customer's unconditional and irrevocable acceptance of the terms set out in this Policy. When used in this Policy, capitalised terms and expressions shall have the meanings given to them in the MSA.

1. Prohibited Uses

1.1 The Customer may use the Services only for lawful purposes. The Customer may not use the Services:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful, illegal or fraudulent, or has any unlawful, illegal or fraudulent purpose or effect.
- (c) Is threatening, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious, or which ACME UC deems inappropriate.
- (d) To send, knowingly receive, upload, download, store, use or re-use any material which infringes any third party's intellectual property rights, or to use, distribute and/or copy such material.
- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or to carry out any "phishing" activities.
- (f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- (g) In any way that threatens the integrity and/or security of any network or computer system.
- (h) In any way that attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage.
- (i) In any way that degrades or interferes with other users' use of any of ACME UC' services (or may do so).
- (j) In any way that contravenes generally accepted standards of conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems.
- (k) In any way that constitutes "Artificial Inflation of Traffic", being a situation where the flow of calls to a specific revenue share service is as a result of any activity by or on behalf of the party operating that revenue share service disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network.



1.2 The Customer also agrees:

- (a) Not to access interfere with, damage or disrupt any equipment or network or software owned or used by any third party.
- (b) Not to allow any unauthorised use of the Customer's password.

2. Suspension and termination

2.1 ACME UC will determine, in its discretion, whether there has been a breach of this Policy through the Customer's use of the Services. When a breach of this Policy has occurred, ACME UC may take such action as it deems appropriate.

2.2 A Customer's failure to comply with this Policy constitutes a material breach of the MSA, and may result in ACME UC taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of the Services.
- (b) Legal proceedings against the Customer for reimbursement of all ACME UC' costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (c) Disclosure of such information to law enforcement authorities as ACME UC considers appropriate or necessary.

2.3 ACME UC excludes liability for actions taken in response to breaches of this Policy. The rights and remedies referred to in this Policy are not limited, and ACME UC may take such other action as it appropriate or necessary.

3 Changes to the Policy

3.1 ACME UC may from time to time revise this Policy by posting the updated version of the Policy to ACME UC' website. Whilst ACME UC will use all reasonable endeavours to notify any material changes to this Policy to all Customers by email, it is the Customer's responsibility to check ACME UC' website from time to time to take notice of any changes made to the Policy.