



Acceptable Use Policy

1. General Acceptable Use Policy

This Acceptable Use Policy (AUP) is intended to help protect both customers and the Internet community from the inappropriate use of the Internet. A customer's use of any service constitutes acceptance of this AUP. We reserve the right to revise and update this AUP from time to time. If you have any queries about our AUP, you can contact us by emailing customerservices@thephone.coop.

We believe in free speech, that is to say, in the right of individuals and organisations to express their views and to publish information as they wish, providing that the publication of such views or information is not unlawful, and providing that it does not infringe upon the legitimate rights of others. We do not regard as freedom of speech the promotion of intolerance or prejudice on the grounds of race, gender, sexual orientation, age or belief. Threats of bodily harm or the destruction of property are prohibited.

We reserve the right to refuse services that, in our reasonable judgement, enable individuals or organisations to abuse freedom of speech, promote intolerance or inequality as defined by the Equality Act 2010. Threatening or harassing activity is prohibited.

We accept however, that many of our customers wish legitimately to use the Internet to express views and publish information which other customers may object to, but does not in our opinion compromise our commitment to co-operative values and our ethical policy. All types of content must not be offensive, deceptive, threatening, abusive, harassing or menacing, hateful or inflammatory. This includes (but is not limited to) email, content on websites and posts on any form of platform.

Our services may only be used for lawful purposes. You are prohibited from transmitting on or through any of our services, any material that encourages conducts that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, national or international law.

The resale of our products and is not permitted, unless specifically permitted and documented with a written agreement.

2. Security Policy

You must not use your account for the purpose of obtaining unauthorised access to any computer or service. Attempts, whether successful or unsuccessful, to gain access to any electronic systems, networks or data, without proper consent are prohibited. This is classed as a breach of this AUP and also such action may lead to criminal prosecution under the Computer Misuse Act.

You are prohibited from running port scanning or other software which is intended to probe, scan, test the vulnerability of remote systems or networks except in circumstances where the remote network administrator has given express permission for this to be done.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate our network's security or any third party's system or network security.

Examples of such prohibited material may include (but are not limited to):

- Programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature.
- Tools designed to compromise the security of other sites.
- Programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- Programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

All login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as web site designers working on your behalf, or those directly authorised by you. We must be notified immediately if they are compromised.

3. World Wide Web Policy

You must not use the supplied connection for illegal purposes; this includes copyright violation and/or the transmission of illegal material.

You are prohibited from sending or receiving any material which may be deemed to be offensive, abusive, indecent, hard-core, paedophile pornography, defamatory, obscene, menacing or as prohibited by current and future law. We reserve the right to disconnect or suspend the service.

We have put in place several technical measures with our wholesale suppliers in order to prevent customers from accessing websites that contain illegal content. Some of our suppliers are subscribers to the Internet Watch Foundation ("IWF") which aims to prevent access to certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation ("**IWF**"). This filtering aims to be comprehensive, but they do not provide an absolute guarantee that customers will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which customers may find distasteful, such as "adult" material. On this basis, we recommend that customers consider installing additional software on their computer to prevent access to inappropriate websites or content on the internet.

4. E-Mail Policy

Sending and receiving email involves the same responsibilities as would be used when sending or receiving any other form of communication. Most people fully understand what would be considered appropriate and acceptable when communicating with others and apply these considerations to their use of email.

You must not send emails that may cause annoyance, inconvenience or anxiety to the recipient.

You must not send any material which is classed as offensive, indecent, obscene or in any way unlawful.

You must not use our email service for any of the following purposes:

- Initiating or propagating chain or pyramid e-mails
- Sending bulk or unsolicited e-mails, especially of a commercial nature, including but not limited to '**Spamming**', except at The Phone Co-op's discretion
- Sending malicious e-mail, including but not limited to "**mail bombing**" (*Flooding a user's site with large or numerous pieces of e-mail*)
- Send e-mail to a person after they have specifically requested that you do not mail them: this also applies to any automated mail system
- Forge header information.

5. Web Space and Hosting Policy

By uploading to the web space, it is deemed that you have accepted and agreed to the Terms & Conditions of use of the web space service.

You are responsible for keeping backups of your own data. We do not hold any responsibility for loss or corruption of your data, for any reason.

We may take down any website which in its reasonable judgement contravenes this policy.

We reserve the right to refuse to host any information for distribution via the Internet, which in our reasonable opinion would lead a significant number of our customers to doubt our commitment to ethical and co-operative values. The content of your website must not be in anyway unlawful.

We reserve the right to remove a site or material from a site under any of the following circumstances:

- The site gets an abnormally high number of hits.
- You close your account or the account is suspended for any reason.
- The presence of the site adversely affects, in any way, the ability of The Phone Co-op to provide its services to other customers

You must not submit any content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Content must not be libellous or maliciously false; obscene or indecent. It must not constitute an incitement to commit a crime and be in contempt of any court, or in breach of any court order. It must not be in breach of racial or religious hatred or discrimination legislation and it must not be blasphemous.

It must not infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights. Content must not infringe any rights of confidence, rights of privacy, or rights under data protection legislation;

It must not constitute negligent advice or contain any negligent statement.

Content must not be in breach of official secrets legislation; or in breach of any contractual obligation owed to any person.

You are not permitted to resell their web space, unless a previous agreement with The Phone Co-op has been made.

If you run your own web servers, email servers, news or any other type of service you are totally responsible for those servers/services and their content. You must ensure that you are aware of any laws regarding the material you are providing. If you are breaking the law, we will co-operate with the relevant authorities and may also suspend or disconnect the service.

Technical support will only be provided for uploading, downloading and viewing pages. No support will be provided for HTML authoring or page design, although we may have support pages providing help with these topics.

6. Breaches of the Acceptable Use Policy

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via our network or please email customerservices@thephone.coop.

7. The actions The Phone Co-op can take

Firstly, you should be aware that we may block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we may notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- a) immediately suspend your service until such time as we are satisfied the breach has stopped;
- b) immediately end your service 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 our network or our servers;
- e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the our network and/or our servers; or
- f) suspend some or all of your Email access.

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