

Terms & Conditions of Service - ACCEPTABLE USE POLICY

This Acceptable Use Policy, any relevant Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

All definitions are as per the Master Services Agreement.

The Customer acknowledges that X.Communications Limited provides the telecommunications network facilities underlying the Service provided. The use of X.Communications Limited's telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the end-user's right to use the Service:-

1. The X.Communications Limited network may only be used for lawful purposes. Transmission of any material through the X.Communications Limited network, or use of any part of it, in violation of any LAWS applicable to the region the service is being supplied within or regulation is prohibited. Such prohibited transmission might include, but is not limited to: unlicensed copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law.
2. The Customer may be issued with a password to access the Service and if so shall take all reasonable steps to keep such password private and confidential, and ensure that it does not become known to other persons. If the password becomes known to any other person the Customer will immediately inform X.Communications Limited and the password shall be changed immediately. The Customer shall be liable for all use of the Service accessed by means of its password even if such password was used by an unauthorised person.
3. The Customer shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).
4. The Customer acknowledges that X.Communications Limited is unable to exercise control over the content of any information passing over the X.Communications Limited network and that X.Communications Limited does not monitor or exercise any editorial control over the information passing over the X.Communications Limited network. The Customer further acknowledges that X.Communications Limited hereby excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.
5. The X.Communications Limited network may be used by the Customer to access other networks world-wide and the end user agrees to conform to any acceptable use policies of X.Communications Limited and any such other networks. In addition, the Customer undertakes to conform to any published Internet protocols and standards.
6. In the event that communications by Customer do not conform to these standards, or if the Customer makes inappropriate use other than in accordance with this AGREEMENT of the X.Communications Limited network to the detriment of X.Communications Limited or other X.Communications Limited Customers, X.Communications Limited reserves the right to restrict passage of the Customer communications until the Customer complies with such standards or protocol or provides undertakings acceptable to X.Communications Limited in respect of the Customer's future use.
7. In the event that the end user is in breach of any provision of this schedule, X.Communications Limited shall be entitled to suspend services forthwith without notice.