



INTERCEPT IT LIMITED

ACCEPTABLE USE POLICY

INFORMATION ABOUT US

We are Intercept IT Limited (“Intercept”, “we”, “us”, or “our”) a company registered in England and Wales under company number 4442332. We have our registered office at The Baltic Exchange, 38 St Mary’s Axe, London EC3A 8BH. Our VAT Number is (GB) 795 7477 56

YOU

Where we use the expressions “you/your/yours” we mean you, our customer, that is to say a subscriber to the services that we provide. Our services are for business customers only so you will not be an individual consumer but subscribing to our services for the purposes of a business, which might, for example, be a company, a body corporate, a corporation sole, a charity, a partnership, a government body or a public authority.

GENERAL

This Acceptable Use Policy (together with the documents and materials referred to in it) sets out the terms under which you may access and use Content. “Content” for the purposes of this policy means all pages, screens, layouts, information and materials included in or accessible through our web portal at <http://online.intercept-it.com> including any content available in any email or through any SMS services or in relation to the online services we provide.

Your action in accessing and/or using Content means that you accept and agree to abide by, all the terms in this Acceptable Use Policy.

Please carefully read these terms and you should print a copy of them and all documents and materials mentioned in them for future reference.

PROHIBITED ACTIONS

You may access and use Content only for lawful purposes. You may not access or use Content:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- for the purpose of harming or attempting to harm minors in any way;

You shall not

- send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content standards as set out below;
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, 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;

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Content in contravention of the “Terms and Conditions of use of Web Portal” at <http://online.intercept-it.com>;
- Not to access without authority, interfere with, damage or disrupt:
 - the Content of any part of it;
 - any equipment or network on which Content is stored;
 - any software used in the provision of Content; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactivity or increased interactivity in relation to the Content, including, without limitation, in relation to:

- The Control Panel;
- Technical Chat rooms;
- Technical, Content and Support Bulletin boards;
- Instant Messaging;
- Customer Feedback; and
- Video Conferencing.

Where we do provide such interactivity, we will provide clear information to you about the kind of service offered, if it is moderated and if it is, what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children, although there should not be any as the Content is directed at business users) from third parties when they use any interactive service provided, and we will decide, in each case, whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide in relation to the Content, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by you in contravention of our Content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to your consent as their parent or guardian. We advise you, if you think it appropriate to allow your children access to the Content in an interactive way, that it is important that you communicate with your children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

However, as stated above, Content is provided as part of a business service so, for the most part, use by children of any interactive services in relation to Content would probably be inappropriate.

CONTENT STANDARDS

These Content standards apply to any and all material which you contribute to Content (“**contributions**”), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

We may, at our sole discretion, run manual or automatic systems to determine compliance with this Acceptable Use Policy (e.g. scanning and logging of email and scanning and logging of web traffic). By subscribing to the services we provide, you are deemed to have granted permission for such monitoring.

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.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe 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, abusive 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; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of Content. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy may constitute a material breach of the "Terms and Conditions of use of Web Portal" (at <http://online.intercept-it.com>) and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use Content and the online services we provide to you;
- immediate, temporary or permanent removal of any posting or material uploaded by you;
- issue of a warning to you;
- 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;
- further legal action against you; or
- disclosure of such information to law enforcement authorities that we consider (in our reasonable discretion) necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy to the fullest extent permitted by law.

The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere in the Content.