



Acceptable Use Policy

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This is a Schedule of Fusion Telecom's General Terms and applies to all Services supplied by Fusion Telecom.

Some of the words and phrases in this document mean specific things and they are capitalised all the way through. To avoid duplication these words are explained in the Defined Terms in the General Terms document. The words below have the following meanings:

'AUP' means this Acceptable Use Policy

'FT', 'we', 'us' and 'our' mean Fusion Telecom Limited, a company registered in England & Wales under Company Number 11608562.

'You', 'your' and 'their' mean the Client and anyone else the Client allows or does not allow to use the Services we supply to you, which therefore includes anyone that uses the Services we supply to you because of your failure to keep their electronic devices, equipment, login credentials and network secure.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of FT and the Client, whichever makes sense in the context of the sentence.

The words 'include' or 'including' do not limit something to just those examples that follow.

Any time either of us has a right or obligation that we "may" exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.

This AUP applies to your use of our Services and to any person authorised or not authorised by you to use the Services we supply to you. This AUP also applies to all equipment and Software given to you by us for your use of our Services. By using any of our Services, you agree to be bound by, and follow, the terms of this AUP. We may update this AUP from time to time, so please check our website regularly at www.fusion-telecom.com/acceptableusepolicy for updates.

Your continued use of any of our Services after any change will mean you have accepted the updated AUP. If you have any questions about this AUP please contact us at www.fusion-telecom.com/contact

1. Your Use of Our Services

- 1.1. You must not use our Services:
 - 1.1.1. to make calls, download, receive, store, send, publish, transmit, upload, distribute, host or circulate any information, pictures, music or video ("material"), content or data that is illegal or we consider to be or may be harmful, indecent, obscene, offensive, abusive, racist, discriminatory, threatening, abusive, harassing, invasive of privacy, menacing, promotes or encourages illegal or socially unacceptable or irresponsible behaviour or may be harmful to children or under 16s, any other person or animal or that is otherwise objectionable or is in breach of anyone else's rights (including any other person or company's rights over creative work, such as names of products or brands, inventions, design of products and things that are written, made or produced (intellectual property rights));
 - 1.1.2. to break, infringe, disadvantage or harm our rights or others, including the right of privacy, copyright or any other intellectual property right (for example, sharing without permission of the copyright owner protected material such as an image, music or video file); or
 - 1.1.3. for any dishonest, fraudulent, immoral, improper or illegal purpose or effect or for any misrepresentation.
- 1.2. You mustn't use our Services, or any trade marks, logos or materials belonging to or featuring us in a way that damages or may damage our name and/or reputation.
- 1.3. You mustn't use our Services to take or try to take any action that could:
 - 1.3.1. receive, store, distribute, transmit, post, upload or download any materials (including software) that are designed to violate our security or any system or network security that belongs to other people or companies;
 - 1.3.2. interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or adversely affect any computer system, network or the internet access of any other person or company (including our network);
 - 1.3.3. access any computer systems or networks belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network and monitor data traffic;
 - 1.3.4. transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service (DDoS), any back door or time bomb and/or other harmful programs or software designed to violate our security and/or others; and
 - 1.3.5. prevent, block or obstruct access to any program installed or data saved in any computer or damage or harm the operation of any such program or the reliability or accuracy of any such data.
- 1.4. In addition to the above, you must not:
 - 1.4.1. connect our network to machines, equipment or services that do not have security protection or are able to be used by others to carry out actions or do things that are allowed by this AUP;

- 1.4.2. change, adapt, modify, decompile or reverse engineer any part of our Services.
- 1.5. You are responsible for all materials and/or data that comes from the machines and/or networks that you have connected to our networks. You must immediately disconnect (and then make secure before any reconnection) any machines containing or creating materials and/or data which are not allowed by this AUP when we contact you about such activity.
- 1.6. You understand that we are providing Services to you on the assumption that any network capacity or usage by you of the Services will not fluctuate more than twenty percent above your daily average usage (the daily average usage is calculated as the average usage of Services over the last thirty days that you have used the Services). If your usage of our Services is expected to increase by more than twenty percent of your average daily usage you must inform us at least twenty Business Days in advance so that we can manage Services capacity and make sure that the supply of Services to you, and to our other clients, is not adversely affected. If you fail to notify us in the specified timeframe then we reserve the right to suspend part of, or all, Services in order to protect our Services and the other clients that use them.

2. Communicating Using Our Services

- 2.1. When you use any of our Services that allow you to communicate with others, such as phone, email or chat, you must not make any communications that are or may be:
 - 2.1.1. not requested by the receiving person, uninvited or unsolicited (or sent to anyone that does not wish to receive them), considered as spam or sent to large groups of people without their permission (for example, unsolicited bulk emails, "mailbombs", nuisance calls or advertising);
 - 2.1.2. causing or mistaken as causing annoyance, inconvenience, distress, offence or anxiety (for example, hoax calls) to anyone, or likely to damage, harm, ruin or affect the enjoyment of any other person; or
 - 2.1.3. you, or you helping others to, pretend to be another person, impersonating another person or misrepresenting others, which includes faking, forging or hiding email headers, subjects, sender names, sender addresses or caller ID details so that an email or call looks like it is not coming from you.
- 2.2. You must not send any emails, make any calls or communicate with other people or companies in any way that may suggest, indicate or imply that you are employed by us. If we issue you with Telephone Number(s), you understand that you do not own your telephone number and must not give it to anyone else.

3. Your Responsibilities

- 3.1. As the account holder, you are all times fully responsible for any use of our Services by you or anyone else working with, employed by or connected to your company (including any visitors visiting your premises).

- 3.2. If we have provided Internet access, you accept that you are using the internet at your own risk and that only you are responsible for:
 - 3.2.1. your use of the internet (including accessing any material or other content through the internet) and any websites or pages that you own, run or control through our Services; and
 - 3.2.2. all materials and/or data on the devices that you use to connect to our Services.
- 3.3. You accept that the internet is never completely private or secure and any data or information that you send using our Services may be read or intercepted by others.
- 3.4. You must make sure that your computer systems or network and equipment have the appropriate security software installed so that it is appropriately protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of our Services. We recommend that you install appropriate security software on your computer systems, including using parental controls and up-to-date virus protection and firewalls.
- 3.5. When using our Services, Terms of the Contract will apply, and furthermore the terms and acceptable use policies of other companies may also apply, and you may have to accept these to continue to use our Services.
- 3.6. You will not copy, modify, reverse engineer, decompile or otherwise endeavour to obtain the source code of our Services (except to the extent permitted by law).

4. Our Responsibilities

- 4.1. We reserve the right to restrict your access to any material or other content that is illegal. However, we cannot and do not watch or monitor all material or content available on the internet or the activities of other users. Therefore, we cannot and do not promise that our Services are free of illegal material or other content considered unacceptable, inappropriate or offensive.
- 4.2. We are not responsible for any content or material that belongs to other people or companies which you may be able to access through our Services. We may run some network and computing systems to ensure that you comply with this AUP.

5. Actions That We May Take

- 5.1. If we believe or know that you may have breached this AUP, we reserve the right to take any action we believe to be appropriate including, but not limited to:
 - 5.1.1. investigating the possible breach, and using your details to contact you by email or phone to gather further information or to discuss our concerns, and/or issue you with a formal warning, or blocking, limiting or suspending your access to all or parts of our Services; and
 - 5.1.2. ending your agreements with us and ending your access to our Services (with or without notice).
- 5.2. We may act to protect the Services if you or a User is using the Services in a manner that is damaging to the Services.

This may involve us taking actions to block or restrict Users from accessing the Service. We will inform you of any action taken under this clause as soon as reasonably practicable and provided we are aware of the action taken.

- 5.3. Sometimes, we may be legally required to give information relating to your activity while using our Services to authorities, regulators and law enforcement agencies to comply with any legal requirements.
- 5.4. In cases of serious breach, we may report you (and give your personal information) to the police or any relevant law enforcement agency.

6. Reporting a Breach or Making a Complaint

- 6.1. If you would like to report that someone has broken the terms of this AUP or make a complaint about someone using our Services, please contact us at www.fusion-telecom.com/contact.

End of Schedule: Acceptable Use Policy