



In a nutshell, the following list details all the uses of Peach Technologies Ltd Internet services that we consider unacceptable - in other words, unfair usage. Peach Technologies Ltd maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of Peach Technologies Ltd services, by yourself or anyone in your business doesn't in any way contradict the restrictions listed below.

Please ensure that anyone using your account to access Peach Technologies Ltd Internet services agrees with this Policy and is aware of their obligations under it. This extends to your children or customers of your household or your employees or office workers or any one accessing the network through your home or office.

1. Legal Section

The Internet is a global medium and is regulated by the laws of many different countries. Material which is illegal in this country may be legal in another, and vice versa. As a user in this country, for example, you should not access sites carrying child pornography, hard-core pornography or incitement to violence. These are just three examples of unlawful material and there are many others. When you visit a website, a copy of the visited pages is stored on your PC in the web browser's cache files. Storage of illegal material in this way may well constitute a criminal offence. If you are in any doubt, we recommend you take independent legal advice. telecommunications Act (1984)

Improper use of public telecommunication system: A person who:

- Sends by means of a public communication system, a message or other matter that is grossly offensive or of an indecent, obscene or menacing character; or
- Sends by those means, for the purpose of causing annoyance, inconvenience or needless anxiety to another, a message that he knows to be false or persistently makes use for that purpose of a public telecommunication system, shall be guilty of an offence and liable on summary conviction to imprisonment for a term not exceeding six months or a fine, or both.

2. So what can Peach Technologies Ltd services not be used for?

- a) Unlawful, fraudulent, criminal or otherwise illegal activities.
- b) Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person.
- c) Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Peach Technologies Ltd or any other Internet user or person.
- d) Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.

e) Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.

f) Anything that may disrupt or interfere with Peach Technologies Ltd network or services or cause a host or the network to crash.

g) Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network.

h) Granting access to your Peach services to others not located at the premises at which these Internet services are provided.

i) Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments.

j) Circumventing the user authentication or security process of a host or network.

k) Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

l) Monitoring or recording the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises.

m) Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

3. What about security?

You are responsible for ensuring that any customer ID and/or password selected by you remain confidential so that the network cannot be used by any unauthorised person.

The customer ID and/or password referred to include, but are not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.

You shall not disclose your customer ID or password to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.

You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.

You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

4. What about usage by kids and others without you knowing?

No excuse. You are responsible for all uses made of Peach Technologies Ltd Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.

You agree that Peach Technologies Ltd are not responsible for any of your activities in using the network. Although the Internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via Peach Technologies Ltd Internet service is appropriate for children or others in your household or office to view or use.

5. Anything else you should know?

Spam is evil. Peach Technologies Ltd reserves the right to block any emails that have the characteristics of spam. You'll be contacted by Peach Technologies Ltd if any emails sent by you are blocked for this reason. Any spamming activity may result in suspension or termination of your service at Peach Technologies Ltd option and sole discretion.

6. What about excessive network usage?

If it's felt that any Peach Technologies Ltd customer's Internet activities are so excessive that other customers are detrimentally affected, Peach Technologies Ltd may give the customer generating the excessive web traffic a written warning (by email or otherwise). In extreme circumstances, should the levels of activity not immediately decrease after the warning, Peach Technologies Ltd may terminate that customer's services.

7. What about your monthly download limit?

The Peach Technologies Ltd package with 2GB, 8GB & 40GB monthly download limit only entitles you to download up to that limit each month. Any overage usage will be charged in accordance with your tariff rates.

8. What happens if the Policy is breached?

If any customer's use of these services constitutes a breach of this Policy, Peach Technologies Ltd may, at its option and discretion, either give the customer notice to stop the unacceptable use(s) or terminate that customer's services (with or without notice as Peach Technologies Ltd considers appropriate).