

Internet Acceptable Use Policy

1. Introduction

Welcome to the seethelight Acceptable Use Policy (“AUP”) for Internet services

To use seethelight’s Internet services, you must comply with the provisions of this AUP at all times.

Please note that in this AUP, reference to “we”, “us”, “our” and seethelight denotes Independent Service Provider Limited, trading as “seethelight”, registered number 05366057, whose registered address is Synergy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, IP30 9UP. “You” and “your” denotes you the customer and also any third party you allow to use the seethelight services provided to you, in accordance with this AUP and our standard terms and conditions.

General Information

This AUP applies to every seethelight product and service and your use of them. For some products and services there are particular terms which you must comply with when you are using that product or service. Appendices B to D of this AUP gives further guidance as to how this AUP is applied to specific products and services. This AUP is governed and subject to the laws of England and Wales. You submit to the exclusive jurisdiction of the English and Welsh Courts over any claim or matter arising under or in connection with this Agreement.

It is your responsibility to ensure your compliance with all applicable provisions of this AUP. If you do not comply with this policy, we have the right to take any action we deem appropriate in the circumstances and/or as set out in this AUP.

When using our services you must comply with UK, EU and international law (“Applicable Law”), as relevant, and you must have all relevant authorisation and consents required by Applicable Law when carrying out certain activities when using our services. If you have any comments or queries, or there is any provision that you do not understand, please feel free to send us an email at businessenquiries@seethelight.co.uk.

There are certain types of material which infringe Applicable Law. Some types of material are illegal to possess as well as transmit or publish via the Internet. You should also be careful not to post material which infringes others’ intellectual property rights (e.g. trade marks or copyright) or could be considered defamatory, or which imposes liability on us for hosting that material.

Your traffic over the Internet may traverse other networks or use other services which are not owned or operated by seethelight. You must abide by the acceptable use policies and other terms and conditions imposed by the operators of those networks and services.

seethelight may, at its sole discretion, run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays, open proxy servers or smurf amplifiers and running deep packet inspection (DPI)). By accessing the Internet via seethelight services you are deemed to have granted permission for this limited intrusion onto your networks or machines.

When you place your order for seethelight services, you will be required to provide an email address. You must keep the email address which you provide to us active and notify us of any changes to your email address within 3 business days of the changes by contacting 02922 740044. You are deemed to have read and accepted any email which we may send to you at the email address provided by you.

You are responsible for retaining copies of your own data - seethelight will not be responsible for the loss of any les or data.

You are responsible for protecting password(s) that are issued by seethelight for access to its portal for any authorised or unauthorised use made of your password. If you disclose your password to a third party, you are responsible for their use of your account. If your password is disclosed or used without your consent, then you must notify us immediately. In the event a network or network device becomes compromised, seethelight will assist in tracking down and/or expulsion of said offender at the network level to the extent seethelight deems reasonable, at its sole and absolute discretion.

It is not possible to codify exactly what constitutes “acceptable use” and “unacceptable use” or abuse of the Internet. These terms depend upon the many informal understandings which have arisen between the administrators, owners and operators of the computers and networks that together constitute the Internet and of which seethelight is only one participant among many. However, seethelight’s relationship with other networks and ultimately its connectivity to the rest of the Internet, depends largely upon proper behaviour by its customers. seethelight will not tolerate any behaviour by customers which negatively impacts upon its own equipment or network, or upon the use by other customers of the Internet, or which damages seethelight’s standing in the wider Internet community. Therefore, it is important that, when an activity that might constitute abuse occurs, seethelight takes appropriate action. This AUP and its day-to-day application by seethelight are a result of our consideration of both the formal and informal practices of the Internet community.

The AUP and its appendices are intended to give guidance to you in understanding the types of issues that can arise and what seethelight will consider to be unacceptable behaviour that does not conform to Internet community standards. We will investigate suspected or alleged breaches of this AUP and in doing so we will endeavour to act reasonably and fairly at all times. If you are found to have breached this AUP, any such breach will be dealt with under the Terms and Conditions that apply to your service.

2. Summary of Unlawful/Unacceptable Activities

General

The following is a summary of activities which are regarded as unlawful or unacceptable activities that you must not engage in whilst using seethelight Internet services. Please note that we do not regard this list as exhaustive and as such there may be other activities which may be regarded as unlawful or unacceptable. You may not use seethelight’s Internet services:

- 2.1 To publish, distribute, circulate or otherwise propagate any material which may be deemed illegal, abusive, offensive, anti-social, racist, distressing, libellous, slanderous, invasive of privacy, harassing and/or obscene;
- 2.2 In any way which will infringe the rights of others including privacy and intellectual property rights. You must comply with the Data Protection Act 1998 when collecting or using an individual’s personal information as defined in that Act;
- 2.3 In any way that breaches Applicable Law or is intended to breach Applicable Law;
- 2.4 For the purpose of harming or attempting to harm minors (babies and children) in any way;
- 2.5 In any way which will cause a reduction in performance or functionality of any computer or network facilities;
- 2.6 To send, knowingly receive, upload, download, use or re-use any material which does not comply with this AUP;
- 2.7 To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (commonly known as “spam”);
- 2.8 To knowingly transmit, send or upload any material and/or data 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;
- 2.9 Seek unauthorised access into any aspect of seethelight’s Internet service and/or back office systems;
- 2.10 Knowingly corrupt any data;
- 2.11 Circumvent, or attempt to seek to circumvent, any of the security safeguards of Seethelight or any of its suppliers;
- 2.12 In any way disrupt seethelight’s services to its other customers.

You may not access without our permission, interfere with, damage or disrupt:

- 2.13 Any code of any part of the seethelight website;
- 2.14 Any equipment or network on which our Internet service, website or telephony service is provided from;
- 2.15 Any software used in the provision of our website;
- 2.16 Any equipment or network or software owned or used by any third party.

External Websites

seethelight is not responsible or liable for the content of any third party website, even if a link to a third party website is on our website.

Complaints

We have in place a procedure for handling complaints regarding breaches of this AUP. If you wish to make a complaint, please ensure that you do so via email to businessenquiries@seethelight.co.uk. If you do not use this facility, we cannot guarantee that your complaint will be dealt with promptly. If you are reporting email or Usenet abuse, please ensure that you provide us with a copy of the full headers of the message or article in question. If you are reporting web abuse, please ensure that you include the full URLs you are referring to. If you are reporting access abuse, please ensure that you include copies of your log files which highlight that activity in question. In all cases, please ensure that you include a short description of why you are making the complaint together with your name and full contact details.

If you need any further information regarding this AUP, then please contact us on: 02922 740044

Appendix A: seethelight Internet Access General Rules

A1. Whilst connected to the Internet your system must conform to all relevant IETF (Internet Engineering Task Force) standards. Further information can be found at www.ietf.org.

You must not:

- A2. Access computer systems without authorisation, by doing so you may be breaching Applicable Law;
- A3. Possess or transmit any illegal material;
- A4. Send information packets onto the Internet that have forged addresses or which are deliberately constructed so as to adversely affect remote machines;
- A5. Run "scanning" software which accesses remote machines or networks. seethelight may deny all traffic from known IP address blocks that support indiscriminate port scanning programs such as ProxyHunter, or other unlawful activity, for the purpose of preserving customer systems and network resources;
- A6. Further the sending of unsolicited bulk email (spam) or any other form of email or Usenet "abuse". This applies to both material that originates on your system and also third party material that may pass through it;
- A7. Configure your computer, server or network in such a way that others can exploit it to disrupt the Internet. This includes, but is not limited to, ensuring that your network cannot be exploited as:
 - ↘ An open mail relay - a machine which accepts mail from unauthorised or unknown senders and forwards it to a destination outside of your machine or network;
 - ↘ An open proxy server - a machine which accepts connections from unauthorised users and forwards their requests to a destination outside of your machine or network;
 - ↘ A smurf amplifier - a router with a directed broadcast enabled.

Appendix B: Security

It is your responsibility to protect your computer from computer viruses, adware, malware and spyware by installing and updating adequate anti-virus and security software. seethelight will not be held responsible for security breaches to your computer, its files, or applications.

Appendix C: Endorsements & Alliances

We are members of the UK Internet Service Providers Association (ISPA) (www.ispa.org.uk). The ISPA has been established to promote competition and self-regulation amongst ISPs in the UK.

Appendix D: Changes to Internet Acceptable Use Policy

seethelight reserves the right to change this AUP from time to time. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on the seethelight website.