

The background of the page is a blurred photograph of a laptop. On top of the laptop, there is a tablet, a pair of white earbuds, and a white pen. The lighting is soft and warm, creating a professional and modern atmosphere.

Claranet

Acceptable Use Policy

1. Irresponsible Usage

- 1.1. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via our Services;
- 1.2. You may use our Services for lawful purposes only. You may not use them:
 - i. in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. in any way for the purpose of harming or attempting to harm minors;
 - iv. to bully, insult, intimidate or humiliate any person;
 - v. to 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;
 - vi. in a way that involves child sexual exploitation or abuse;
 - vii. to infringe the rights of others, including the right of privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file);
 - viii. to illegally or irresponsibly, to the detriment of other users extract, collect, process, combine or store personal data about other users;
 - ix. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through our Services;
 - x. to upload terrorist Content;
- 1.3. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using Claranet services and for any consequences thereof;
- 1.4. Customers posting any of the above prohibited content on their sites (or through servers or services we have provided) will be notified using Customer's current email address on file, and may be suspended or given a time frame to take corrective actions. If no corrective actions are taken, Claranet will suspend the services of the account in question until a resolution is met between Claranet and the Customer.

2. Use of your account

- 2.1. You must not use your Claranet account for the purpose of obtaining unauthorised access to any computer or service. You are responsible at all times for use of the account, whether through yourself or through third parties. Customers must not, via tunnelling, use of proxies, or by any other means, attempt to avoid the service restrictions imposed on their account type.
- 2.2. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services.
- 2.3. You agree that any registration information you give to us will always be accurate, correct and up to date.

- 2.4. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to immediately suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).
- 2.5. You are responsible for any use of the Services with your account details (including unauthorised use), and for protecting your account details from unauthorised use. You are also responsible for the security of any device from which you sign in to the Services.

3. Abuse of resources and Denial of Service (DoS) attacks:

- 3.1. You must not use our services in a manner that, in our reasonable discretion, directly or indirectly produces or threatens to produce a negative effect on our network other than in a manner for which the services we provide you are designed or that interferes with the use our network or services by other customers including, without limitation, overloading or causing portions of the our infrastructures to be blocked by other Internet Service Providers.

4. Fair usage on Connectivity Products

- 4.1. We operate a “fair use policy” on our Services in order to ensure that all customers have acceptable performance at peak times (business working hours 9am to 6pm). If you are found to be using a disproportionate amount of bandwidth for your services at peak times you may be asked to reduce your usage, or move to an alternative Service. Failure to remedy this situation may result in your Service being terminated or restricted.
- 4.2. If Claranet believes the Customer’s usage is disproportionate it may take action to suspend or terminate the Customer’s use of the Service unless:
 - a) the Customer’s usage is reduced immediately; or
 - b) the Customer upgrades to a more appropriate Connectivity service as proposed by Claranet.

5. Unsolicited Communications

- 5.1. You must not use our services to send or transmit, or procure the sending or transmission of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation or any other form of bulk messages, use a non-existent email return address, openly relay email or send out unsolicited email from any other network that points to a Claranet server and other unsolicited communications not mentioned herein.

6. Access to Other Computers or Networks without Authorisation

- 6.1. You must not use our services to attempt unauthorised and/or illegal access of computers, networks and/or accounts not belonging to the party seeking access or any other act relating to any unauthorised circumvention of security measures.

7. Suspension and Termination

- 7.1. Failure to comply with this policy constitutes a material breach of the Master Services Agreement and may result in our taking all or any of the following actions:
- a) immediate, temporary or permanent withdrawal of your right to use our Service;
 - b) immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
 - c) issuing of a warning to you;
 - d) commencement of 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;
 - e) further legal action against you;
 - f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary. Any breaches of this policy should be reported to abuse@clara.net and any entire posting, together with the full headers, should be forwarded. Although it is not always possible to respond to each abuse report, all complaints will be investigated thoroughly.

We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

8. Intellectual Property

- 8.1. You acknowledge and agree that all rights of whatever nature in and to the Services are owned by and expressly reserved to us or our licensors. Other than the right to use the Services in accordance with these Terms, you have no intellectual property rights in, or to, the Services or any related intellectual property rights (such as rights in the Claranet name and logos, in the trade marks of Claranet or in any third party data).
- 8.2. You agree:
- a) not to copy the Services except where such copying is incidental to normal use of the Services, or where it is necessary for the purpose of back-up or operational security;
 - b) not to sub-license or otherwise make available the Services in whole or in part (including object and source code), in any form to any person without prior written consent from us;
 - c) not to make alterations to, or modifications, adaptations or translations of, the whole or any part of the Services, or permit the Services or any part of it to be combined with, or become incorporated in, any other programs;

- d) 8.2.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing; and
- e) 8.2.5 the Services and all other content featured in the Services are protected by copyright, trade mark, patent and/or other intellectual property and proprietary rights which are reserved to us and our licensors.

9. Liability

- 9.1. We provide the Services on an 'as is' and 'as available' basis, without any promises or representations, express or implied. In particular, we make no representation regarding the validity, accuracy, reliability, suitability or availability of the Services. You hereby acknowledge that the Services may contain inaccuracies or errors and that we expressly exclude liability for any such inaccuracies or errors.
- 9.2. To the fullest extent permitted by applicable law, we hereby exclude all promises, whether express or implied, including any promises that the Services are fit for purpose, of satisfactory quality, non-infringing, is free of defects, is able to operate on an uninterrupted basis, that the use of the Services by you is in compliance with laws or that any information that you transmit in connection with the Services will be successfully, accurately or securely transmitted

10. Which country's laws apply to any disputes?

The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

11. General

- 11.1. You may not assign, sub-license or otherwise transfer any rights under our policy terms.
- 11.2. If any provision of our policy terms is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of our policy terms, which will remain in full force and effect.
- 11.3. If we fail to exercise any right or remedy under our policy terms, our failure does not constitute a waiver of that right or remedy. Any waiver must be in writing and signed by us

12. Changes to this Policy

We may revise this 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 policy may also be superseded by provisions or notices published elsewhere on our site.

These policy terms were most recently updated on 5 January 2023.