



FAIR AND ACCEPTABLE USE POLICY

Guidelines for the Fair and Responsible Use of Barton Broadband Limited or associated businesses Network and On-Line Services;

“Acceptable Use Policy”.

The following guidelines shall inform the user of the network operated by Barton Broadband Limited or associated businesses about the conditions on which the use of the network, and the use of Internet services on or via the Barton Broadband Limited or associate businesses network, is admissible. These guidelines intend to assure the functionality of the network and the Internet services operated on this network from both a functional and qualitative point of view and to urge the user to act responsibly when using the global Internet, especially in order to avoid unreasonable injury to other users’ interests.

General Guidelines

Any use of the network or of the Internet services operated on or via the network, such as World Wide Web (WWW), e-mail, news, gopher or Telnet services, will be admissible solely within the framework of the applicable provisions specified by English law and within the framework of the service offering contractually agreed upon with the user. This means in particular that the Barton Broadband Ltd or associate businesses network must not be used for sending, receiving or distributing content that:

- constitutes offences such as sedition,
- forbidden right-wing or left-wing extremist propaganda,
- invasion of personal privacy including insult, libel and defamation or distribution of pornographic literature, or
- violates a third party’s rights such as the right to bear a name,
- the right of personality, copyrights, competition and trademark laws.
- the user must also observe the legal provisions concerning data protection and the protection of a third party’s privacy.

The Service must not be used by the Customer nor permitted knowingly or otherwise by the Customer's end user in such a way that does not comply with the terms of any legislation or license or that is in any way fraudulent or unlawful or has any fraudulent or unlawful purpose or intent. In addition to the above, the network operated by Barton Broadband Ltd or associate businesses must not be misused for improper purposes. Such improper purposes ("misuse") include all kinds of use that impairs the integrity and performance of the network or its parts and access points to an extent exceeding what has been contractually agreed upon. Misuse also includes the use of the network for distributing, loading or publishing data that could violate or impair a third party's rights or constitute threat or insecurity to a third party. It is not admissible to use the Barton Broadband Limited or associate businesses network or the services available on or via this network for obtaining data or information that is not intended for the user. This also includes the misuse of the network for the purpose of copying, tapping or intercepting e-mail messages or other information that is not intended for the user.

It is not admissible to use Barton Broadband Limited or associate businesses network for circumventing security mechanisms that protect foreign computers or computer systems, networks or network access facilities, for gaining unauthorised access to foreign computer systems ("hacking"), for performing activities in preparation for the unauthorised access to a foreign computer system (e.g. port scans) or for impairing the performance of a computer, computer system or network to an extent that goes beyond the services commonly rendered ("denial of service" attacks).

It is not admissible to use the Barton Broadband Limited or associate businesses network for distributing programs that serve the purpose of either causing damage to other users or computer systems (e.g. virus infection programs) or gaining unauthorised access to foreign computer systems ("Trojan horses").

Data Allowance

Each broadband product comes with a data allowance. Once you have reached your data allowance, Barton Broadband Ltd reserves the right to slow down the connection speed until the data allowance is refreshed or more data is purchased.

WiFi Network

The use of the WiFi Network that provides access to the Barton Broadband Limited or associate businesses network is restricted to users having a contractually agreed access right, which has been granted either by Barton Broadband Limited or associate businesses itself or by any of its partners being authorised to grant such access rights.

The user is not allowed to transfer his/her access right; neither directly nor indirectly, to any third party without Barton Broadband Limited or associate businesses express consent. This excludes

persons involved in the user's business operations or persons sharing a common household with the user.

The use of the WiFi Network by minors is subject to a parent or guardian's consent. The person vested with the right of the minor's education must ensure that the minor cannot use Barton Broadband Limited or associate businesses network for accessing content that is morally harmful to youth.

The access data that is given to the user for access to the Barton Broadband Limited or associate businesses network must be treated confidentially. Passwords protecting the access to the Barton Broadband Limited or associate businesses network must be kept in confidence, checked and modified if unauthorised use by a third party is discovered.

Web Servers

The server platforms operated on the Barton Broadband Limited or associate businesses network may be used exclusively for providing content or programs or for operating applications, which, when published or operated, do not offend against existing English law or cannot be misused as defined in section 1 above. Content, programs or applications available on the servers must neither offend against existing English law nor be useable for improper purposes. It is not admissible to use hyperlinks for downloading third-party content, programs or applications, which offend against existing English law or can be misuse Barton Broadband Limited or associate businesses network is used for offering content that is available to the general public, the user offering such content must ensure that the offered content cannot be used by any third party, in any form, for the publishing of or linking to content, programs or applications, which offend against existing English law or can be misused as defined above.

The provisioning of pornographic content, which does not constitute a punishable act, is subject to Barton Broadband Limited or associate businesses express prior consent. However, the user providing such content must ensure that content that is morally harmful to minors cannot be accessed by minors. If the content that is provided by the user through the Barton Broadband Ltd Limited or associate businesses network represents a commercial offer the user shall comply with any legal requirements relating to such commercial activities.

Notwithstanding any of the provisions in these guidelines, Barton Broadband Limited or associate businesses shall not be responsible for any content on any servers, and the user shall indemnify Barton Broadband Limited or associate businesses against any claim or demand (including reasonable legal fees) made by any third party due to or arising out of such content or any other violation of these guidelines.

E-Mail and News Services

It is not admissible to distribute e-mail messages to persons not wishing to receive such messages, especially in the event that the distribution of such electronic mail is done for the purpose of

confronting a single person or numerous persons with unwanted commercial advertising, political statements or announcements of any kind. The user must refrain from sending such and similar messages to news groups; this applies in particular to the distribution of such e-mail to multiple news groups ("cross-posting"). It is also inadmissible to send multiple e-mail messages for the purpose of impairing or paralysing the recipient's e-mail or news service ("mail bombing"). It is not admissible to modify or falsify the information that is contained in the header of an e-mail message or news article.

Every user operating an e-mail service on Barton Broadband Limited or associate businesses network must ensure that his/her service cannot be used by any third party for the purpose of sending anonymous e-mail messages or distributing messages ("foreign relaying") that might offend against the guidelines specified herein.

Violation of the Conditions of Use

Every user of the network operated by Barton Broadband Limited or associate businesses must observe the above guidelines specifying the acceptable use of the network. Barton Broadband Limited or associate businesses are entitled to demand the end user to comply with these guidelines. In the event that a user continues to offend against the guidelines in spite of having repeatedly been demanded to refrain from doing so, Barton Broadband Limited or associate businesses will be entitled to deny this user's access to Barton Broadband Limited or associate businesses network or to the services operated on it or to block or delete this user's service offering, especially when Barton Broadband Limited or associate businesses is obliged to do so due to official directive or court order. If there is sufficient reason for presuming the existence of particularly serious violations, Barton Broadband Limited or associate businesses will deny access to the network and to the services operated on it or block or delete service offerings with or without prior notification.

In the event that a violation of the present conditions of use causes damage to Barton Broadband Limited or associate businesses, the user must release Barton Broadband Limited or associate businesses from all third-party damage and claims resulting from such violations.

When being informed about violations of the above guidelines, Barton Broadband Limited or associate businesses may identify the originator of such violations within the scope of technical and operational possibilities. The expenses resulting from the establishment of the user's identity will be invoiced by Barton Broadband Limited or associate businesses at a flat rate amounting £35 unless Barton Broadband Limited or associate businesses incurs higher expenses, which must be proved on a case-by-case basis.