

# Acceptable Use Policy

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## 1 Introduction

Fivebars Communications Ltd. has created this Acceptable Use Policy (AUP) for VoIP customers to protect our resources, and the resources of our customers in order to provide high availability services and to ensure that Fivebars Communications Ltd. complies with all relevant UK laws. This AUP must be read in conjunction with our [Terms and Conditions](#).

It is the responsibility of all customers of the Fivebars Communications Ltd. VoIP network and services to ensure that they comply with the latest edition of the AUP at any given time.

This AUP may be revised, without notice, at any time, at the sole discretion of Fivebars Communications Ltd. Completion of the relevant application form, or connection to the service for the first time, is deemed to be an agreement to our [Terms and Conditions](#) and this AUP.

In the event of a breach of this policy, Fivebars Communications Ltd. reserve the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

If you have any questions about any of our policies, please [contact us](#).

## **2 Compliance with UK Law**

Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts including but not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

Under the Electronic Commerce (EC Directive) Regulations 2002, Fivebars Communications Ltd. is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

## **3 Compliance with foreign law**

The Internet is global in reach. Consequently it is possible for anyone using the internet to break the laws of foreign countries. Customers are therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

## **4 Warranties and Disclaimers**

Our service warranties and the extent of our liability are explained fully in our [Terms and Conditions](#).

By connecting to the Fivebars Communications Ltd. VoIP network, Customers agree to hold Fivebars Communications Ltd. harmless in the event of any legal claim regarding our services.

## **5 Irresponsible usage**

You must refrain from transferring any illegal material or engage in unlawful activities via Your use of the Services.

You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.

You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.

You must not make available or upload Data via Your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.

You must not use the Services to send bulk unsolicited commercial emails or telephone calls.

You warrant that Your use of the Services will not infringe any third party intellectual property or other rights.

You must not embark on any course of action, whether by use of Your website, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing Us at least seven day's prior notice in writing. If You give notice or We otherwise become aware of such disproportionate use We may:

move Your service to a dedicated service and charge Our then current rate as detailed on Our Website; or

terminate some or all of the Services forthwith.

## **6 Security and privacy**