

Silver Lining Convergence Limited

Acceptable Use Policy

The Supplier may amend or replace this Acceptable Use Policy at any time and from time to time. Any such changes (and any such replacement) shall be effective immediately from the time they are notified to the Customer. For these purposes, publication of the amended or replacement Acceptable Use Policy on the Supplier's website shall be deemed to be sufficient notice to the Customer. The Customer agrees to review this Policy regularly to ensure that the Customer is aware of any amendments to (or replacement of) this Acceptable Use Policy.

1 DEFINITIONS

Words and Expression defined in the Supplier's General Conditions or in any Additional Conditions shall bear the same meaning in this Acceptable Use Policy. In addition, the following words and expressions shall have the following meanings:-

Supplier Content Standards means the Supplier's content standards as set out in Paragraph 3 of this Acceptable Use Policy;

Virus means anything or device (including any software, code, content, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including but not limited to worms, Trojan horses, viruses and other similar things or devices.

2 ACCEPTABLE USE

- 2.1 The Customer shall not (and shall ensure that its end users shall not) use the Services or any of them:
 - 2.1.1 in any way that is fraudulent;
 - 2.1.2 in any manner which constitutes a criminal offence or an infringement of any rights of any third party;
 - 2.1.3 to transmit, or otherwise permit any unsolicited or unauthorised advertising or promotional material or any other form of similar marketing material (including without limitation SPAM or unsolicited commercial e-mail);
 - 2.1.4 to publish or otherwise distribute any Virus; or
 - 2.1.5 to participate in any file-sharing/peer-to-peer activities.

3 THE SUPPLIER CONTENT STANDARDS

- 3.1 The Customer shall ensure that all data and content stored, published, transmitted or distributed by the Customer or its end users by means of the Services shall:
 - 3.1.1 be accurate, up to date and not misleading;
 - 3.1.2 comply with any applicable laws and regulations.
- 3.2 The Customer shall ensure that all data and content stored, published, transmitted or distributed by the Customer or its end users by means of the Services shall not:
 - 3.2.1 be defamatory of any person;
 - 3.2.2 be obscene, offensive or inflammatory;
 - 3.2.3 infringe any copyright, trade mark or any other third party intellectual property right;
 - 3.2.4 be likely to deceive any person;
 - 3.2.5 promote or assist any illegal activity;
 - 3.2.6 be liable to incite racial hatred or acts of terrorism;
 - 3.2.7 be threatening, abusive or invade another's privacy;
 - 3.2.8 cause offense, annoyance, inconvenience or needless anxiety;
 - 3.2.9 be used to misrepresent identity or affiliation with any person or organization.

4 ENFORCEMENT

- 4.1 The Supplier reserves the right (in addition to any other rights it may have) to suspend or cancel the Customer's or any end user's access to or use of any or all of the Services without liability if the Supplier reasonably suspects that the Service(s) have been or will be inappropriately used or used by the Customer or any of its end users in any manner which is in breach of this Acceptable Use Policy.
- 4.2 The Supplier shall be free to determine, in its reasonable and proper discretion, whether there has been (or is likely to be) a breach of this Acceptable Use Policy in connection with the use of any or all of the Services by the Customer or any of its End Users.
- 4.3 in the event of any failure (or anticipated failure) by the Customer (or its End Users) to comply with this Acceptable Use Policy, the Supplier reserves the right (in addition to any other rights it may have and notwithstanding anything to the contrary in any agreement or arrangement entered into between the Supplier and the Customer) to take the following actions without incurring any liability to the Customer or its End Users:
 - 4.3.1 immediate, temporary or permanent removal or archiving of any content in breach of the Supplier Content Standards uploaded to or stored upon any the Supplier's Equipment; and/or
 - 4.3.2 disclosure of such information to law enforcement authorities as the Supplier reasonably feels is necessary, desirable or required.

