



# Acceptible Use Policy

30/8/17

Signed By :

**X** *M. Brain*

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## When Does the policy Apply

1.1. As a Mbdev customer you will have signed up to receive one or more of our products. These products are collectively referred to as our 'Services'. Any interaction with Mbdev or use of our Services will be subject to this policy.

1.2. This policy applies to both Mbdev residential and business services, and also to Mbdev affiliate brands.

1.3. If you allow other individuals to use our Services, you will be responsible for any breach of this policy or our terms and conditions committed by those individuals. If you allow individuals under the age of 18 to use our Services, we recommend that you take the reasonable precautions to ensure that they use the Services appropriately.

## Illegal and inappropriate activities

2.1. While using any of our Services you must comply with all relevant and applicable laws.

2.2. You must not use any part of our Services to:

2.2.1. download, possess or transmit in any way, illegal material (for example indecent images of children);

2.2.2. send, publish, distribute, circulate or otherwise propagate any material that is threatening, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;

2.2.3. gain or attempt to gain unauthorised access to any computer systems for any unauthorised or prohibited purpose;

2.2.4. prevent other users of our Service from accessing the Service;

2.2.5. cause critical disruption to our Services (for example using the Services to launch or receive a deliberate denial of service (DDOS) attack);

2.2.6. execute, for malicious purposes, any form of network monitoring or data interception that may affect third parties;

2.2.7. intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (for example deleting files or changing the desktop settings);

2.2.8. 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;

2.2.9. infringe the legal rights of others, including, but not limited to, privacy rights and intellectual property rights; or to commit fraud, or for any other unlawful or fraudulent purpose or effect.

2.3. Any use of any part of our Services as described in paragraph [2.2](#) will be seen as a breach of this policy and we may take any of the actions as set out in paragraph [4](#).

2.4. You must only use safe and appropriate equipment or software when using our Service and if we discover, or are informed, that any equipment or software which you use to access to our Services has been compromised and is likely to cause harm or damage to our services, network or other customers, we reserve the right to request that you cease use of such equipment or software immediately.

## Interacting with us

3.1. We understand that people can become annoyed or frustrated when they feel strongly about matters that are not being dealt with as they wish. If this escalates into behaviour towards our staff via phone, letter, online chat or otherwise that may cause them to feel afraid, threatened or abused, or the making of vexatious complaints or unreasonable demands are made of our staff, we reserve the right to terminate a call or an online chat. Repeated behaviour of this type will be seen as a breach of this policy and we may take any of the actions set out in paragraph [4](#)

## Breach of this policy

4.1. If you, or an individual who you have knowingly or unknowingly allowed to access our Services, breaches this policy, we may at our discretion:

4.1.1. temporarily suspend your access to any of our Services;

4.1.2. terminate your account or our agreement to provide our Service;

4.1.3. commence legal proceedings against you;

4.1.4. disclose such information to law enforcement authorities as we reasonably feel is necessary; and /or

4.1.5. take any other reasonable action.

4.2. We'll normally warn you that you're in breach of this policy and request you comply with its terms before taking any action under section 4.1. However, we may not do this if there is a real risk of loss or harm to us, our staff, our network or our other customers.

4.3. Reports of breaches of this policy can be sent to [admin@mbdev.org](mailto:admin@mbdev.org).

4.4. We reserve the right to investigate any suspected violation(s) of our policy.

4.5. We are not responsible for any consequences of your failure to employ appropriate security measures to prevent unauthorised access by any third party to the Services.

## Our obligations

5.1. We are obliged, under the certain applicable laws, to disclose certain information to law enforcement and other public authorities. Similarly, we must comply with court orders to disclose information.

5.2. We are not responsible for the content of any of our customers' webspaces or chat rooms, instant messages, emails, newsgroups, community posts or any other communications sent or communicated via our Services. We cannot and do not guarantee that all of these are free of illegal material or other content that may be considered as unacceptable by others.

## Notifications

6.1. We regularly send out notifications by email and/or post. You are expected and required to review all these messages. This will enable us to advise you of any significant issues that may affect your use of the Services.

## Broadband and Fibre Broadband

7.1. This section 7 of this policy will apply if you take one of our broadband products.

7.2. You are responsible for ensuring that your broadband connection is secure.

7.3. If you subscribe to a broadband product that has a data usage cap, you are responsible for monitoring the usage of your product and liable for any usage costs that are incurred should you exceed your usage cap

7.4. You will be solely responsible for your use of the Internet and any web pages that you host through your broadband service (see section 8 below for more information on hosting).

7.5. We recommend you use and continue to update anti-virus and malware scanners to ensure that your computer is kept secure.

## Hosting

8.1. This section 8 will apply if you take one of our hosting products (paid or unpaid) or if you use one of our broadband products for your own hosting purposes.

8.2. You must ensure that:

8.2.1. the content you are hosting does not disrupt other services used on your residential line by other users or customers;

8.2.2. your hosted content does not breach any law of any jurisdiction; and

8.2.3. the activities that you undertake through your hosted service are not in any way in breach of the obligations outlined in paragraph 2.2.

8.3. It is your responsibility to back up any contents placed on the hosted service or hosted by you using our broadband service.

8.4. Any use of our hosted service which results in an excessive use of data transfer volumes and/or has an adverse impact on our systems may result in the hosted service being removed with or without prior notice.

## Changes to this policy

9.1. We may change this policy from time to time and we'll update this web page when we do so.

9.2. It is your responsibility to regularly check our website for changes and updates to the policy.

9.3. Your continued use of any of our Services after any change to our policy shall constitute acceptance of the changes.

9.4. Our policy was last updated on 30<sup>th</sup> October 2017.