

(To be read in conjunction with BRL Consulting Ltd Terms and Conditions)

1 Introduction

We have created this Acceptable Use Policy (AUP) to protect our resources, and the resources of our customers and peering networks in order to provide a high speed network, high availability services and to ensure that we comply with all relevant UK laws. This AUP must be read in conjunction with our **Terms and Conditions**.

BRL Consulting Ltd (BRL) specialises in the provision of Value Added IT Services and Internet Services through the brands of BRL Consulting Ltd and BRL4IT. It is the responsibility of all users of the BRL Consulting Ltd 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 BRL. 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, BRL 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 at info@brl4it.co.uk.

2 Compliance with UK Law

- 2.1 *It is an offence under UK law to transmit, receive or store certain types of files.*
- 2.2 *You may not use our services to engage in activities, or store, transfer to 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 Telecommunications Act 1984, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.*
- 2.3 *It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. You are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. BRL Consulting Ltd will co-operate with any agency or rights holder wishing to assert their rights in these matters and BRL Consulting Ltd reserve the right to withdraw service under such circumstances.*
- 2.4 *The Data Protection Act 1998 imposes numerous duties on users who process personal data relating to third parties. Failure to comply with many of these duties constitutes a criminal offence. Users who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.*
- 2.5 *Under the Electronic Commerce (EC Directive) Regulations 2002, we, as an ADSL provider, are 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 you have carried out any unlawful acts we will take preventative measures to bring those acts to an end.*

3 Compliance with foreign law

- 3.1 *The Internet is global in reach. Consequently it is possible for you to break the laws of foreign countries notwithstanding that you are based in the UK. You must take all reasonable steps to avoid breaching relevant foreign laws.*

4 Warranties and Disclaimers

- 4.1 *Our service warranties and the extent of our liability are explained fully in our Terms and Conditions.*
- 4.2 *By connecting to the BRL ADSL network, you agree to hold BRL harmless in the event of any legal claim regarding our services.*

5 Irresponsible usage

- 5.1 *Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. BRL deem irresponsible use of the connection as including, but not limited to, sending unsolicited e-mail "spamming", attempting to breach the security of a 3rd party machine, and flooding usenet by placing a single post in a large number of newsgroups.*
- 5.2 *In the event that a customer's connection is used for any purpose that BRL deem irresponsible then we reserve the right to suspend service while the usage is investigated in consultation with the customer. Should investigation determine that the connection has been used irresponsibly BRL reserve the right to terminate the customers account with immediate effect. Wherever possible the customer will be notified in advance of any termination.*

6 Security and privacy

- 6.1 *Login names and passwords must be kept secret and not be communicated to any third party. BRL must be notified immediately if they are compromised. Please keep a note of your password. If you forget or lose it you will need to contact support via email support@brl4it.co.uk*
- 6.2 *BRL will not guarantee the security or confidentiality of any data transmitted over our network. Where security or confidentiality is required, the customer must provide their own end-to-end security mechanism.*

7 Dial Up Accounts

- 7.1 *Standard dialup accounts are for a single user only. Users may only have one dial up connection per account at any one time. You may not transfer or give out your connection details for others to use.*
- 7.2 *You are responsible for all traffic that is sent from your connection. It is therefore your responsibility to ensure that all software on your side of the connection is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.*
- 7.3 *If we find malicious traffic emanating from your connection, we have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. We understand that in many cases, you may not be responsible for or aware of the problem, we will work with you to resolve the issue as effecto restore normal service.*

8 Fair Usage

- 8.1 *BRL operates a fair usage quota on specific ADSL services. The following download bandwidth quotas will apply during the hours of 08.00 to 23.59 to the following services:*

●	Broadband 500:	25GB per calendar month
●	Surf500:	50GB per calendar month
●	Broadband2:	50GB per calendar month

- 8.2 *Furthermore, BRL reserves the right to suspend or cancel a customer's broadband service if in the opinion of BRL that customer's usage is disproportionately high compared with the usage of other customers on similar services.*

9 Messaging services

- 9.1 *Messaging services covers any transaction involving software that transmits messages from one user to another, such as email, IRC, instant messaging or Usenet. Users may not abuse, or make physical threats against, another person via any type of messaging service, or any other electronic media/service we provide.*
- 9.2 *Users must abide by the policies of any messaging or IRC networks they use. We will co-operate with the administrators of such*

networks to identify abusive users and restrict their access. Users are reminded that harassment, threatening or slanderous behaviour is prosecutable under UK law.

9.3 *Users may not forge the sender address of any messages to appear to be from someone they are not.*

10 e-mail

- 10.1 *Users may not use our services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). BRL will block the mail services of any customer found to be sending such mail.*
- 10.2 *Users may not have "open mail relays". BRL will close the relay or connection of any customer found with an open mail relay.*
- 10.3 *Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.*
- 10.4 *BRL reserve the right to remove any mail older than 60 days from the server and to limit mailbox size to 100Mb. It is the customer's responsibility to ensure that mail is regularly collected and removed from BRL's POP3 server. BRL strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, BRL reserve the right to remove older mails from the mailbox to reduce its size.*

11 Usenet (News)

- 11.1 *Users may not "spam" or flood the Usenet with a single post to a large number of newsgroups which are not related to the topic of your article.*
- 11.2 *When using newsgroups, subscribers must comply with the globally accepted Usenet Acceptable use policy. A good place to refer to is **usenet.org**.*
- 11.3 *BRL reserve the right to cancel any message posted to a news group if it is deemed to be of an unsuitable nature.*