

Acceptable Use Policy – Internet Services

This Acceptable Use Policy applies to usage of the Excell Internet Access service(s) (together the "Service"). Any reference to "you" shall be interpreted to mean you and anybody you allow to use the Service. You are responsible for the use of the Service by any person you allow to use it.

Any user of the Service (a "User") will need to comply with this Acceptable Use Policy (AUP). Excell may change this AUP to reflect changes in the law or whenever Excell deems it necessary. Any changes will be effective immediately upon posting to the Excell website URL: www.excellgroup.com. It will be the Users responsibility to ensure that they are fully aware of these changes.

The Service is provided to you by one or more subsidiaries of The Excell Group PLC, a company registered in England and Wales (company number 03678027) whose registered office is 4-6 Langford Arch, London Road, Sawston, Cambridge CB22 3FX ("Excell"). References in this AUP to "we", "our", and "us" are to Excell and to "you" and "your" are to a User.

1. Do not use the services illegally

You may only use the Service for lawful purposes in accordance with all current and future laws, statutes and regulations in force from time to time in the country (or countries) in which the Service is being used ("Laws").

You may not use the Service to upload, download, send, receive, transmit, post, store or distribute, any data or material which:

is abusive, indecent, obscene, defamatory, offensive or constitutes harassment; violates any Laws;

is in breach of any third party rights (including third party intellectual property rights); damages or may damage our name and/or reputation;

has fraudulent purpose or effect; or permit any other person (whether intentionally or otherwise) to do so.

2. Do not violate anyone's systems or network security

You must not use the Service to violate the security of our network or any third party's system or network by any method including:

unauthorised use of or access to systems, data or networks, including any attempt to scan, probe, monitor or test the vulnerability of a network or system;

unauthorised monitoring of data or traffic on any network or system without express permission of the owner of the system or network; or

unauthorised interference with any user, host, system or network without the specific authorisation of the owner of the network or system.



You must not upload, download, send, receive, store, distribute, transmit or post any material designed to violate security of our network or any third party's system or network security. Examples of such prohibited material include (but are not limited to):

- Trojan horses, viruses or programs containing Trojan horses or viruses;
- tools designed to compromise the security of other sites or networks;
- programs or services designed to send or facilitate sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or an acceptable use policy of any other provider.

Do not connect to the Service insecure machines/services able to be exploited by others in order to carry out actions which breach this AUP including but not limited to the sending of Unsolicited Bulk Email, infected emails attachments, attempts to disrupt websites and/or connectivity or any other attempts to challenge the security of other users of our network or third party system.

You are responsible for all the machines and/or networks that you have connected to the Service, including the data and/or traffic originating from same. You must immediately disconnect and then secure all machines generating data and/or traffic which contravenes this AUP upon your becoming aware of the same and/or once notified by Excell of such activity.

3. E-mail

You must communicate through our network and /or systems by email in accordance with the AUP. Examples of such rules include (but are not limited to):

do not send email to anyone who does not wish to receive it.

do not send Unsolicited Bulk Email or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

only send advertising material to recipients that have specifically requested it and immediately stop sending communications after receiving a request to stop.

do not transmit or knowingly reply to spam emails. Spam is either emailing multiple copies of a single message, or sending multiple or large files or messages to a single user or Internet site with the intention of disrupting the recipient's mail service or network.

do not falsify email headers or alter the headers of email messages to conceal email address or do not use any email address that you are not authorised to use.

do not suggest or imply that any email sent by you is, endorsed or authorised by, Excell or any Excell Group company and/or any other third party or any other third party business without express prior consent.

4. Advertising to unsolicited recipients

You must not operate, host, provide hosting services to or assist any web site, email service, or other online service which is marketed by means of Unsolicited Bulk Email, mass messaging or other forms



of abusive communication. This prohibition applies whether the abusive communication takes place using our network, or otherwise. Excell reserves the right to demand immediate suspension of access to services advertising to unsolicited email recipients, once such services are drawn to the attention of Excell.

Hosting providers using our services should take care to ensure their own acceptable use policy ensures clients or users of such do not breach the terms of this AUP.

5. World Wide Web and browsing the Internet

You are responsible for your use of the Internet and any web services operated and/or owned by you or anyone you permit to use the Service and that are connected to the Service we provide you. You must not use the World Wide Web within or outside the Service to violate any part of the AUP paying particular attention that any usage must comply at all times with the provisions of clause 1 and clause 2 of this AUP.

6. Usage restrictions

You must ensure that services using the network or systems must not transmit consistently in excess of 4 Megabits per second over a sustained period of 60 minutes or more in any 24-hour period.

We reserves the right to restrict or throttle services if at any time bandwidth utilisation of a single user, company or service demands more than fifty percent of the total bandwidth available to all users, companies or services in the building.

Users, companies or services that expect to utilise in excess of usage restrictions can be accommodated within the network by prior arrangement and with approval in writing from Excell.

7. What can we do?

You need to be aware that we will block any electronic communication that we reasonably consider to be in breach of this AUP. In addition, if you are in breach of this AUP, or we reasonably suspect you are in breach of this AUP we will notify you (provided that such notification does not prejudice an investigation) and we may also:

- (a) immediately suspend Service until such time as we are satisfied that the breach has stopped;
- (b) immediately terminate your contract for the provision of the Service;
- (c) notify and/or pass on the details of a breach to any relevant government, statutory, self-regulatory or law enforcement agency (each a "third party authority");
- (d) fully investigate an alleged breach of the AUP by examining data or material on our network or our servers as we deem necessary and/or gather information from you and/or the complaining party (if any); or
- (e) permanently or temporarily; remove, copy, store, monitor or otherwise deal with data and/or material on our network and/or our servers.

You expressly authorise Excell to use your personal data and/or account information in connection with any investigation in accordance with any breach of this AUP, including the disclosure of any information to any third party authority that Excell considers has a legitimate interest in any such



investigation or its outcome.

We reserve the right to terminate the Service with immediate effect and without further obligation or liability to you as required by any law enforcement organisation or by the Courts or any relevant regulatory authority.

8. How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via the Excell network or one or more of our services, please email us at support@excellgroup.com.