

SOLWAY HIGH SPEED ACCEPTABLE USE POLICY

1. GENERAL INFORMATION

- 1.1. Solway's relationship with other networks and ultimately its connectivity to the rest of the Internet depends largely upon proper behaviour by its customers. Solway cannot tolerate any behaviour by customers which negatively impacts upon its equipment or network, or upon the use by other customers of the Internet, or which damages Solway's standing in the wider Internet community. This AUP and its day-to-day application by Solway are a result of Solway's consideration of both the formal and informal practices of the Internet community.
- 1.2. Therefore, it is important that when activity that might constitute abuse occurs, that Solway takes appropriate action - if it did not, and such abuse were permitted to continue, Solway would lose the confidence of the Internet.
- 1.3. Solway's definition of unacceptable use is based upon the many informal understandings which have arisen between the administrators, owners and operators of the computers and networks that together constitute the Internet and of which Solway is only one participant among many. If there is any provision that you do not understand, please feel free to email any enquiry to us abuse@Solwaycomms.com.

2. THE POLICY

- 2.1. SOLWAYAUP which you accept as part of the Terms and Conditions of the Solway Service applies to any Solway Service and your use of it and is available for your inspection on our website at all times. Unless expressly stated otherwise terms defined in the Solway Terms and Conditions that are used in the SOLWAYAUP shall have the same meanings as in the Solway Terms and Conditions.
- 2.2. The SOLWAYAUP requires you to:
 - 2.2.1. take care not to post or transmit material which infringes English or Scottish Law or others' copyright or which is, or might reasonably be expected to be considered defamatory, or which imposes liability on us for hosting that material;
 - 2.2.2. abide by the acceptable use policies and other terms and conditions imposed by the operators of other networks traversed, or services used, by your traffic which are not owned or operated by Solway;
 - 2.2.3. advise the Company promptly of any email or User or Web misuse or abuse including your own of which you become aware with full copies of the material in question and any related URLs and log;
 - 2.2.4. accept email addressed to the email address you have registered with us from time to time. It is therefore of great importance that you do not fail to receive and monitor mail at the address registered with us as your email address;
 - 2.2.5. make any enquiry or complaint that you may wish to make about, or provide any information or request relating to, this SOLWAYAUP or its implementation abuse@Solwaycomms.com; and
 - 2.2.6. ensure that at all times you receive and monitor mail at the address registered with us as your email address.
- 2.3. The SOLWAYAUP authorises the Company in its sole discretion to:
 - 2.3.1. operate any manual or automatic systems it may deem appropriate for compliance with this AUP including, but not limited to, scanning for open mail relays and open proxy servers;
 - 2.3.2. investigate in any lawful way suspected or alleged breaches of this AUP;
 - 2.3.3. use your personal data and other account information in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome;
 - 2.3.4. to take whatever measures we deem appropriate and proportionate to the breach which may include but are not limited to (a) a formal warning, and/or (b) suspension or termination of, or blocking access to, any or all of your Solway Services, and/or (c) making an additional charge for any costs to us of investigating and dealing with such breach or misuse, and/or any relevant component(s) of such Service to you; and
 - 2.3.5. amend this AUP at any time without notice.