

# **BT Business Acceptable Use Policy**

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## Policy

BT believes in using the power of communications to make a better world. This means that BT services should enable customers to freely express themselves and share information.

This Acceptable Use Policy ("**AUP**") outlines the principles that BT has adopted to govern how BT services are used in order to protect the safety and rights of others and is incorporated into and forms a part of your contract.

This AUP also sets out actions that may be taken in the event of breach of the AUP and how you can get in contact if you have any questions or concerns.

## 1 Introduction

- 1.1 Words that are capitalised have the meanings given to them in the General Terms.
- 1.2 BT may update the AUP from time to time, so:
  - 1.2.1 please check BT's website regularly at <u>www.bt.com/acceptableuse</u> for updates; and
  - 1.2.2 note that your continued use of the Service after any change will mean that you have accepted the updated version of the AUP.
- 1.3 You will be responsible for the use of the Service and any breach of the AUP by Users and any other person who uses or accesses the Service because of your failure to keep BT Equipment or Customer Equipment secure.

## 2 Use of the Service

- 2.1 You will not use the Service in breach of Applicable Law or your obligations in the contract to respect human rights, or otherwise in any way that BT reasonably considers to be:
  - 2.1.1 fraudulent or dishonest;
  - 2.1.2 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression);
  - 2.1.3 detrimental to the provision of services to you or any other BT customer; or
  - 2.1.4 damaging to BT's brand or reputation.
- 2.2 You will not use the Service to take, or attempt to take, any action that could:
  - 2.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or
  - 2.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.
- 2.3 Unless agreed with BT first in writing:
  - 2.3.1 you will only use the Services, and will ensure that your Users only use the Services, for the commercial and business purposes for which they have been designed (including as may be described in the Schedule to your Contract);



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- 2.3.2 you will not, and will ensure that your Users will not, modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to Paragraph 2.3.1 above; and
- 2.3.3 you will only provide access to the Services to your Users. If BT consents to the provision of the Services to third party users in accordance with this Paragraph 2.3 you will ensure that any such third party users comply with the terms of this AUP.

## 3 Use of Materials

- 3.1 You will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that BT reasonably considers to be:
  - 3.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
  - 3.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
  - 3.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;
  - 3.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
  - 3.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 3.2 You will ensure that all material that is derived from the machines or networks that you use in connection with the Service is not in breach of this AUP.

#### 4 Systems and Security

- 4.1 You will not:
  - 4.1.1 take any action that could:
    - (a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or
    - (b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.
  - 4.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;
  - 4.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or
  - 4.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

#### 5 Communicating using the Service

- 5.1 When using any Service that allows you to communicate with others, including by phone, email or instant message, you will not:
  - 5.1.1 communicate in any way that BT reasonably considers to be:
    - (a) spam;
    - (b) causing annoyance, inconvenience, distress, offence or anxiety to any person (for example, hoax calls);
    - (c) likely to damage, harm, ruin or affect the enjoyment of any person; or
    - (d) offensive on the grounds of race, sex, religion, nationality, disability, sexual orientation, age or any other similar categorisation;
  - 5.1.2 impersonate or otherwise misrepresent another person, or help others to do the same, which includes faking, forging or hiding email headers, subjects, sender details or caller ID details;
  - 5.1.3 send unsolicited communications such as unsolicited bulk emails or text messages, 'mailbombs', nuisance calls or advertising; or
  - 5.1.4 send any emails, make any calls or communicate with any other person or company in any way that may suggest, indicate or imply that you are employed by BT.

## 6 Responsibilities of the account holder



- 6.1 Your use of the internet is at your own risk and you will be responsible for:
  - 6.1.1 your use of the internet, including any material that you access through the internet, and any websites or pages that you own, run or control using the Service;
  - 6.1.2 all material that is stored on, or accessed or distributed by the devices that you use in connection with the Service; and
  - 6.1.3 making sure, when sharing the internet over a private network on your premises, that your network is secure and that any internet connection sharing software that you use does not permit access from outside of your network.
- 6.2 You accept that the internet is never completely private or secure and that any data or information that you send using the Service may be read or intercepted by others.
- 6.3 You will make sure that your computer systems, network and equipment have the appropriate security software installed, such as up-to-date virus protection and firewalls, so that they are protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of the Service and BT will not be responsible for any negative consequences that occur as a result of your failure to install appropriate security software.

## 7 BT's rights and responsibilities

- 7.1 BT may monitor:
  - 7.1.1 material available on the internet or the activities of other internet users; or
  - 7.1.2 any material that belongs to another person or company and that you may be able to access through the Service.
- 7.2 BT will not guarantee that all material accessed through the Service is free of illegal content or content that is otherwise considered unacceptable, inappropriate or offensive.
- 7.3 If BT is aware, or reasonably believes, that you have breached this AUP, BT reserves the right to take any action it deems appropriate including:
  - 7.3.1 investigating the possible breach and using your personal details to contact you by email or phone to gather further information, discuss BT's concerns, or issue you with a formal warning;
  - 7.3.2 running network and computing systems to find and resolve issues covered by this AUP; and
  - 7.3.3 any other right BT has in the General Terms regarding your breach of this AUP.

#### 8 How to get in touch

- 8.1 If you have any questions about this AUP, you can contact BT using the methods set out at <u>www.bt.com/contact</u>.
- 8.2 If you suspect that someone has breached the terms of this AUP and you would like to report or make a complaint about their use of BT services, please email abuse@btbroadband.com.