



**teammetallogic**<sup>®</sup>

IT support that speaks your language

# Acceptable Use Policy

---

Terms of Service

## LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

# Table of Contents

- DEFINITIONS ----- 4
- 1. USE OF THE SERVICES ----- 4
- 2. NETWORK AND SECURITY ----- 4
- 3. EMAIL ----- 5
- 4. INTERNET USE ----- 6
- 5. MOBILE USE ----- 6
- 6. INCLUSIVE CALLS POLICY ----- 6
- 7. ROAMING USE ----- 7
- 8. USAGE RESTRICTIONS ----- 8
- 9. RESTRICTIONS IMPOSED BY TEAM METALOGIC ----- 8

## DEFINITIONS

All definitions from the MSA shall apply to this Acceptable Use Policy (AUP)

### 1. USE OF THE SERVICES

- 1.1. The Customer and/or its Authorised Users may only use the Services provided by Team Metalogic for lawful purposes and in accordance with Applicable Law
- 1.2. The Customer and/or its Authorised Users may not use the Services to upload, download, send, receive, transmit, post, store or distribute, any data or material which:
  - 1.2.1. is abusive, indecent, obscene, defamatory, offensive or constitutes harassment; violates any Applicable Law;
  - 1.2.2. is in breach of any third party rights, including third party Intellectual Property Rights;
  - 1.2.3. damages or may damage Team Metalogic's name, brand and/or reputation;
  - 1.2.4. for any fraudulent purpose

### 2. NETWORK AND SECURITY

- 2.1. The Customer and/or its Authorised Users must not use the Services to violate the security of Team Metalogic's Network or any third party's system or network by any method including:
  - 2.1.1. 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;
  - 2.1.2. unauthorised monitoring of data or traffic on any network or system without express permission of the owner of the system or network;
  - 2.1.3. unauthorised interference with any user, host, system or network without the specific authorisation of the owner of the network or system
  - 2.1.4. The Customer and/or its Authorised Users must not upload, download, send, receive, store, distribute, transmit or post any material designed to violate security of Team Metalogic's Network or any third party's system or network security. Examples of such prohibited material include, but are not limited to:
    - 2.1.4.1. Malware;
    - 2.1.4.2. Tools designed to compromise the security of other sites or networks;

- 2.1.4.3. programs or services designed to send or facilitate the sending of unsolicited advertisements;
- 2.1.4.4. programs or services designed to encourage or facilitate a breach of this AUP or an acceptable use policy of any other provider
- 2.1.5. The Customer and/or its Authorised Users shall not connect any unsecured machines or services able to be exploited to the Services 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 Team Metalogic's Network or any third party system
- 2.1.6. The Customer is responsible and liable for all devices and/or networks that it connects to the Services, including Data and/or traffic originating from such device and/or networks. It is the Customer's responsibility to immediately disconnect and secure all devices and/or networks generating data and/or traffic which in any way breaches this AUP and, upon the Customer becoming aware of any such breach, immediately notifying Team Metalogic of the breach without delay

### **3. EMAIL**

- 3.1. The Customer and/or its Authorised Users must only communicate via email through Team Metalogic's Network and/or systems in accordance with the AUP. The Customer shall not:
  - 3.1.1. send unsolicited emails to individual recipients
  - 3.1.2. send unsolicited bulk email or any form of abusive electronic communication such as unsolicited advertising mailings (whether commercial or informational)
  - 3.1.3. transmit or knowingly reply to spam emails
  - 3.1.4. falsify email headers, alter the headers of email messages to conceal email addresses, or use any email address that the Customer is not authorised to use
  - 3.1.5. suggest or imply that any email sent the Customer is endorsed or authorised by Team Metalogic
  - 3.1.6. 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 any form of abusive communication. This prohibition

applies whether the abusive communication takes place using Team Metalogic's Network, or otherwise. Team Metalogic reserves the right to demand immediate suspension of access to the Customer's Services in the event of such prohibited use

## **4. INTERNET USE**

- 4.1. The Customer is responsible for its and its Authorised Users' use of the internet and/or any web Services operated and/or provide by Team Metalogic
- 4.2. The Customer must not use the internet and/or any web Services to violate any part of this AUP

## **5. MOBILE USE**

- 5.1. Team Metalogic does not permit SIMs to be used by Customers and/or Authorised Users in any equipment which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile-to-mobile call or transmission
- 5.2. Team Metalogic does not permit the use of any equipment which enables the sending of bulk SMS, voice or data services
- 5.3. Team Metalogic reserves the right to suspend without notice should we believe that such equipment is being used

## **6. INCLUSIVE CALLS POLICY**

- 6.1. Inclusive calls offer is applied to new SIP Trunking/Hosted Voice/Teamslink endpoints and relates to calls to UK Geographic and Standard UK Mobile destinations (EE, T-Mobile, Orange, Three, 02 and Vodafone) only. Other Destinations are subject to the standard call rates associated with the account
- 6.2. Maximum of 5,000 Minutes Per Calendar Month Per Endpoint
- 6.3. Inclusive calls are subject to a Fair Usage Policy based on standard user call profile:
  - 6.3.1. Maximum of 10% Minutes to 03 Destination
  - 6.3.2. Maximum of 40% Minutes to UK Mobile Destinations
- 6.4. Team Metalogic monitors usage and any qualifying end-point must not exceed 5000 minutes per channel per month "the Fair Usage Limit"

- 6.5. Where usage is deemed illegitimate or excessive in terms of standard use or not in line with the Fair Usage Policy Team Metalogic reserves the right to:
- 6.5.1. disconnect any end-point
  - 6.5.2. charge a per minute price for the total volume of calls generated from that endpoint according to the standard, or existing IP rate card associated with the account
  - 6.5.3. increase the charges end-point associated
  - 6.5.4. this offer doesn't apply to existing end-points or any end-point (IP address) that has been previously provisioned via Team Metalogic.
- 6.6. Team Metalogic reserves the right to monitor usage levels in regards the cease and re-provision of endpoints, with misuse subject to the removal of the offer
- 6.7. Only end-points connected to a dedicated business PBX, Hosted platform or Operator Connect qualify for this offer
- 6.8. Diallers are not permitted to be connected to the system

## 7. ROAMING USE

- 7.1. Inclusive roaming services on Team Metalogic's mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis. If a Customer and/or Authorised Users, use Handsets in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services), for more than 50% of the time in any four- month rolling period, the Customer shall receive a communication from Team Metalogic requesting a moderation of roaming services
- 7.2. If the Customer's roaming usage continues to exceed 50%, as described above in clause 7.1, over the two- week period following the first moderation request communication from Team Metalogic, Team Metalogic reserves the right to either charge the Customer for such excessive usage or bar the Customer's roaming services. Team Metalogic shall notify the Customer prior to any such action being taken
- 7.3. This clause 7 shall be relevant to any Services that grant Customers and/or Authorised Users access to their standard inclusive bundles whilst roaming abroad

## 8. USAGE RESTRICTIONS

- 8.1. It is the Customer's responsibility to ensure that its use of the Services using Team Metalogic's 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
- 8.2. Where Team Metalogic provides Services to one or more Customer(s) sharing the same Customer Premises Team Metalogic reserves the right to restrict or throttle services if, at any time bandwidth utilisation of a single Authorised User, Customer or Service demands more than fifty percent of the total bandwidth available to all Authorised Users, Customers, and Services in the Customer Premises

## 9. RESTRICTIONS IMPOSED BY TEAM METALOGIC

- 9.1. The Customer accepts and acknowledges that Team Metalogic may block any electronic communication that it reasonably considers to be in breach of this AUP.
- 9.2. If the Customer is, or Team Metalogic reasonably suspects that the Customer is in breach of this AUP, Team Metalogic shall notify the Customer of such breach, or suspected breach, provided that provided that such notification does not prejudice any investigation being undertaken by any Third Party Authority, as defined in clause 9.2.3 below. Team Metalogic may also, at its option:
  - 9.2.1. immediately suspend Services until such time as Team Metalogic is satisfied that the Customer is no longer in breach;
  - 9.2.2. immediately terminate the Customer's Agreement(s) for the provision of Services;
  - 9.2.3. notify and/or pass details of the breach to any relevant government, statutory, self-regulatory or law enforcement agency ("Third Party Authority")
  - 9.2.4. fully investigate any alleged breach of this AUP by examining Data or any Data and/or material on Team Metalogic's Network, Servers or applications
  - 9.2.5. either permanently or temporarily remove, copy, store, monitor or otherwise deal with Data and/or material on Team Metalogic's Network, Servers or applications
- 9.3. The Customer expressly authorises and consents to Team Metalogic using its Data and/or account information in connection with any investigation of any



breach of this AUP, including disclosure of any such Data and/or account information to any Third Party Authority