

Website Acceptable Use Policy

Definitions

Website Acceptable Use Policy means: our guidelines for acceptable use of our Website as described below in these terms of use which may be amended from time to time.

Website means our web presence at www.acuitynetworks.co.uk and other locations we advertise from time to time.

1. Welcome

- 1.1. Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Acuity Networks Limited's relationship with you in relation to the Website.
- 1.2. The term 'Acuity Networks Limited' or 'us' or 'we' or 'our' refers to the beneficial owner of the Website.
- 1.3. The term 'you' refers to the user or viewer of our Website.
- 1.4. The content of the pages of the Website is for your general information and use only. It is subject to change without notice.
- 1.5. This Website Acceptable Use Policy sets out the terms between you and us under which you may access our Website.
- 1.6. This Website Acceptable Use Policy applies to all users of, and visitors to, our Website.
- 1.7. Your use of our Website means that you accept, and agree to abide by, all the policies in this Website Acceptable Use Policy, which supplement our other terms of business found in the Terms and Conditions section of the Website.
- 1.8. www.acuitynetworks.co.uk is a site operated by Acuity Networks Limited (we or us). We are registered in England and Wales under company number 7102535 and we have our registered office at 2nd Floor, Sheldon Chambers, 2235-2243 Coventry Road, Birmingham B26 3NW. Our main trading address is 2nd Floor, Sheldon Chambers, 2235-2243 Coventry Road, Birmingham B26 3NW. Our VAT number is 985 6536 62.
- 1.9. We are regulated by the Office of Communications (Ofcom).

2. Prohibited uses

- 2.1. You may use our Website only for lawful purposes.
- 2.2. You may not use our Website:-
 - 2.2.1. in any way that breaches any applicable local, national or international law or regulation.
 - 2.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - 2.2.3. for the purpose of harming or attempting to harm minors in any way.
 - 2.2.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards as set out in this Website Acceptable Use Policy.
 - 2.2.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - 2.2.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.3. You also agree:-
 - 2.3.1. not to reproduce, duplicate, copy or re-sell any part of our Website, save that you may make a copy of the any terms and conditions at the Terms and Conditions section of our Website relevant to you for your own record-keeping purposes only.
 - 2.3.2. not to access without authority, interfere with, damage or disrupt:
 - 2.3.2.1. any part of our Website;
 - 2.3.2.2. any equipment or network on which our Website is stored;
 - 2.3.2.3. any software used in the provision of our Website; or
 - 2.3.2.4. any equipment or network or software owned or used by any third party.

3. Interactive services

- 3.1. We may from time to time provide interactive services on our Website, including, without limitation:
 - Bulletin boards;
 - Pricing portals;
 - Service portals;
 - Customer login portals;
 - Service ordering portals or other access methods used for the placing of Acuity Network Limited's Services via the Website

- 3.2. We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Website, and we will decide whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 3.3. The use of any of our interactive services by a minor is not permitted.
- 3.4. Our interactive services are designed for access by business customers only.
- 3.5. Where a username has been generated for you, you agree to notify us immediately of any unauthorized use of your email address or user name or any other breach of security regarding the Website of which you are aware.
- 3.6. From time to time this Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 3.7. You may not create a link to this Website from another website or document without Acuity Networks Limited's prior written consent.
- 3.8. This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

4. Content standards

- 4.1. These content standards apply to any and all material which you contribute to our Website (contributions), and to any interactive services associated with it.
- 4.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 4.3. Contributions must:-
 - 4.3.1. be accurate (where they state facts).
 - 4.3.2. be genuinely held (where they state opinions).
 - 4.3.3. comply with applicable law in the UK and in any country from which they are posted.
- 4.4. Contributions must not:-
 - 4.4.1. damage or disrupt performance of any part of our Website or any of the equipment used to provide the Website including but not limited to computers, servers, systems or networks either within our organisation or provided to us via our suppliers.
 - 4.4.2. compromise the security of the Website or any interactive element of the Website or any Services we provide via the Website;
 - 4.4.3. contain, any harmful files or corrupted data;
 - 4.4.4. contain any material which is defamatory of any person;
 - 4.4.5. contain any material which is obscene, offensive, hateful or inflammatory;
 - 4.4.6. promote sexually explicit material;
 - 4.4.7. promote violence;
 - 4.4.8. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 4.4.9. infringe any copyright, database right or trade mark of any other person;
 - 4.4.10. be likely to deceive any person
 - 4.4.11. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 4.4.12. promote any illegal activity;
 - 4.4.13. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 4.4.14. be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 4.4.15. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 4.4.16. give the impression that they emanate from us, if this is not the case;
 - 4.4.17. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5. Suspension and termination

- 5.1. We will determine, at our absolute discretion, whether there has been a breach of this Website Acceptable Use Policy through your use of our Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 5.2. Failure to comply with this Website Acceptable Use Policy constitutes a material breach of the terms of its use upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:-
 - 5.2.1. immediate, temporary or permanent withdrawal of your right to use our Website;
 - 5.2.2. immediate, temporary or permanent removal of any posting or material uploaded by you to our Website;
 - 5.2.3. issue of a warning to you;
 - 5.2.4. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

5.2.5. further legal action against you;

5.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

5.3. We exclude liability for actions taken in response to breaches of this Website Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5.4. You accept that all intellectual property rights associated with our Website, any Service provided by this Website and any of its content including the Websites' design and layout, are owned solely by us.

5.5. We may at our absolute discretion, change, suspend, or discontinue, remove the Website or any part of the Website or service of the Website at any time, without prior notice or liability.

6. Changes to the acceptable use policy

6.1. We may revise this Website Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Website Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Website.

7. Intellectual Property and Use of Content

7.1. You access our Website and agree to not use any automatic services, including but not limited to scripts agents, robots, spiders, and other such tools to access, monitor, download or copy any part of the Website or its content or information about other users of this Website.

8. Privacy Policy

8.1. All of the information that we collect from you on this Website or through the provision of our Services is subject to our Privacy Policy.

9. Indemnification

9.1. You agree to defend, indemnify and hold harmless Acuity Networks Limited and our owners, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, suits, damages, costs, liabilities arising out of or related to your use or inability to use the Website in accordance with the terms of this Website Acceptable Use Policy, your breach or alleged breach of this Website Acceptable Use Policy or your unauthorized use or distribution of the content, or your violation of any rights of any third party.

10. Limitation of Liability

10.1. In no event shall we, Acuity Networks Limited or our owners, directors and employees or our licensors or agents or suppliers or contractors, or any company within the Acuity Networks Limited group be liable for any error or omission on the Website or be liable for any direct, special, indirect, consequential damages or damages of any kind arising out of or in any way connected with the use of this Website (whether under this Website Acceptable Use Policy or other licence or contract or in consequence of any misrepresentation, misstatement or tortious act or omission including negligence. This does not affect claims in respect of death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

10.2. Our aggregate liability whether in contract, warranty, tort (including negligence) relating to the use of our Website will not exceed any fees you have paid for use of this Website.

10.3. All implied warranties and conditions are excluded, to the maximum extent permitted by law.

11. General

11.1. All trade marks reproduced in this Website which are not the property of, or licensed to, Acuity Networks Limited are acknowledged on the Website.

11.2. Your use of this Website and any dispute arising out of such use of the Website is subject to the laws of England.

11.3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and omissions and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

11.4. We make no warranty and accept no liability in the event that this Website or any content within it or Services accessed via it are not free from Virus infections or any other contaminating or destructive software.