

eir evo Acceptable Usage Policy

Please read the following information.

It sets out the terms under which eir evo's Service is made available for existing eir evo Customers, these terms and conditions are part of and are to be read in conjunction with your existing Agreement with eir evo.

Definitions

CLI: means Caller Line Identification, a method by which the telephone number of a customer making a telephone call (Calling Number) is identified by the recipient of the call.

Customer: the person or entity to whom eir evo is providing the Service.

Customer Contact Policy: eir evo reserves the right to contact the Customer via email regarding information specific to eir evo, including service enhancements, network upgrades, pricing changes and general information relating to the Services.

eir evo Subscription: is the periodic fee payable by the Customer to avail of the eir evo Subscription service.

eir evo Subscription Service: is a Dial-Up Internet Service for which the Customer pays a subscription to eir evo and separately Call Charges to its Telecommunications Service Provider for access to the Service.

eir evo's Technical Support Desk the help desk set-up to answer technical support queries from Customers on eir evo's Services. Its hours of operation are available for review on eir evo's website www.eirevo.co.uk

eir evo Website: the web site accessible at www.eirevo.co.uk

Port Scanning: the activity, which by using a particular type of software or otherwise, gives the user the ability to scan the computer system of another Internet user. The purpose of port scanning can be (but is not limited to), obtaining passwords and usernames, remotely controlling that computer or destroying data on that computer. This includes using applications capable of scanning the ports of other Internet users.

Service: means the eir evo website, search facilities, directory services, personal web space, email, newsgroups, Dial-Up Internet Services and other internet services provided by eir evo on an ongoing basis.

Webmail: the service to provide an email space to Customers on the eir evo servers.

1. Registration

You agree the following:

1.1 Access to services and eir evo networks is allowed at the sole discretion of eir evo. eir evo reserves the right, at its sole discretion to refuse certain Customers access to certain services if eir evo considers it likely that allowing the Customers in question to access the services and eir evo networks would be likely to lead to a breach of the terms of this Acceptable Usage Policy.

1.2 to provide true, accurate, current and complete information when you register as a User of eir evo ("User Information"); and notify us immediately of any changes to the User Information.

1.3 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

1.4 We reserve the right to terminate your account (including user name and password) if any User Information is untrue, inaccurate, out-of-date or incomplete.

1.5 The Terms and Conditions of any Service Agreement between the Customer and eir evo, along with the provisions of this Acceptable Usage Policy, apply absolutely regardless of the type of connectivity used, whether physically wired or wireless, to gain access to eir evo's services.

2. Provision of the service

2.1 eir evo provides access to national and international resources to its Customers through its own network and connections to networks outside of eir evo. Access to these networks is contingent on observance of this Acceptable Usage Policy as the same may be amended from time to time and the current version of which is available on eir evo's web site, www.eirevo.co.uk. This Acceptable Usage Policy applies to all users of the eir evo service.

2.2 eir evo's services are provided to the Customer and the Customer therefore agrees to neither share the service, nor use the service to share eir evo sensitive information with any other person or body.

2.3 Use of the eir evo service is deemed to be an acceptance of this policy.

2.4 To ensure that eir evo provides a top quality service to its Customers, it is essential to protect against potential abuse by anonymous users, such as those sending unsolicited spam email, or other unacceptable behaviour. Customers accessing the Service agree to make their Caller Line Identification available when connecting to eir evo. Regardless of whether your telephone number is ex-directory or not this unblocking of Caller Line

Identification is automatic and is essential for accessing the eir evo Service. Removing the CLI block only releases the phone number for the duration of the call to eir evo and not for any other call. The Calling Number identified by using CLI will not be used by eir evo for any purposes other than protecting against fraud and/or abuse.

2.5 eir evo reserves the right to deny access to all or any part of eir evo or the Services if the telephone Caller Line Identification is blocked from the telephone line used to access eir evo.

2.6 Some Customers administer their own mail servers to send and receive email across eir evo systems. These mail servers can potentially be used by third parties to send spam and other unsolicited email. To protect against this abuse all mail servers must be configured as "closed relays".

2.6.1 Customers are responsible for ensuring that their mail servers are not acting as open relays.

2.6.2 eir evo reserve the right to test the status of mail servers for open relays.

2.6.3 Customers whose mail servers are acting as open relays will be required to reconfigure them as closed relays.

2.6.4 eir evo reserves the right to suspend and/or terminate service where a Customer fails to close an open relay.

2.6.5 eir evo reserves the right to suspend service immediately and without prior notice where the Customer's mail server is actively being used to send unsolicited email (including spam).

3. Security & Personal Information

3.1 eir evo will use its reasonable endeavours to prevent unauthorised access to the Service by third parties, but shall have no liability to the Customer for any unauthorised access to the Customer's computer system. The Customer is responsible for selecting and properly using any security procedures made available by eir evo as well as other procedures and measures necessary to safeguard and back-up the Customer's files, data and programs or any other form of information.

4. Use of the service

4.1 The Customer is responsible for obtaining, installing and maintaining suitable equipment, communication lines and services necessary to access and use the eir evo Service. Customers must ensure that equipment (whether supplied by eir evo, eir evo or a third party) drops the connection and that only intended connections are being made.

4.2 eir evo services may not be used for any activity, which contravenes the laws of Northern Ireland, or any other applicable jurisdiction.

4.3 Customers may not use eir evo services to seek to gain unauthorised access to eir evo facilities, services or resources or to the facilities, services or resources of connected networks.

4.4 Customers may not use eir evo services to engage in activities, which waste eir evo resources (people, networks, computers and financial).

4.5 Customers may not use eir evo services to engage in activities, which cause or are liable to cause disruption or denial of service to any eir evo customer and any user of the eir evo service.

4.6 Customers may not use eir evo services to create, host or transmit offensive or obscene material, or engage in activities, which would cause offence to others on the grounds of, amongst other things, race, creed or sex.

4.7 Customers may not use eir evo services to create, host or transmit material, which is defamatory.

4.8 Customers may not use eir evo services to create, host or transmit material, which infringes the intellectual property rights of another person or organisation including, but not limited to, copyright and related rights, database rights, trade marks, industrial designs and patents.

4.9 Customers may not use eir evo services to engage in activities, which infringe proprietary rights in any software.

4.10 Customers may not use eir evo services to engage in activities, which compromise the privacy of others.

4.11 Customers may not use eir evo services to engage in activities, which would destroy the integrity of computer-based information.

4.12 Customers may not use eir evo services to transmit unsolicited commercial or advertising material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause annoyance to the recipient.

4.13 Customers may not use eir evo services to transmit unsolicited or bulk email either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause annoyance to the recipient.

4.14 eir evo services are not intended for resale. Resale of services without making specific express arrangements with eir evo shall not be permitted

4.15 eir evo reserves the right, to take any action it deems appropriate when dealing with third party content, which whilst not necessarily illegal, is none-the-less considered by eir evo, on reasonable grounds, to be inappropriate and deliberately calculated to cause unreasonable anxiety, inconvenience or stress to others.

4.16 eir evo informs its Customers that it may from time to time receive notices from relevant authorities requesting the removal of specified material from web sites or newsgroups hosted on its services and providing that it is reasonable to do so eir evo must comply with such notices within a reasonable time.

4.17 You must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the Internet. You must not run Port Scanning software which accesses remote machines or networks, except with the explicit prior permission of the administrator or owner of such remote machines or networks. A Customer who intends to run a Port Scanning application on the eir net network must provide eir evo with a copy of the written consent received from the target of the scan authorising the activity. This must be supplied to eir evo prior to the application being run.

4.18 During the initial registration process for the Service, eir evo may send a file to the Customer's computer to configure the Customer's computer with the correct settings for the Service. The Customer acknowledges and agrees that the said file will change the Customer's default Internet settings to those of eir evo.

4.19 eir evo may supplement or make changes to its rules of operation, access procedures, security procedures and standards for Customer equipment;

4.20 eir evo may change the type and location of the system equipment, facilities and software used by eir evo in providing the Service;

4.21 eir evo may modify, withdraw or restrict the availability of the Service;

4.22 eir evo accepts no responsibility for minors using the Service; and

4.23 if the Customer wishes to change the name of the address on their account, eir evo requires written confirmation, in the form of email, letter or fax, from the account holder.

5. Intellectual Property and Right to Use

5.1 You acknowledge that all copyright, trademarks and all other intellectual property rights in any material supplied as part of the Services shall remain vested in our licensors or us. You acknowledge that you are permitted to use this material only as expressly authorised by our licensors or us and may not copy, reproduce, transmit, distribute or create derivative

works of such material without express authorisation.

5.2 The material and content contained within eir evo and the Services is for your personal use only and you agree not to (and agree not to assist or facilitate any third party to) distribute or commercially exploit such material and content. If you become aware of any such distribution or commercial exploitation, you will let us know immediately.

6. Limitation of Liability

6.1 You acknowledge that eir evo has no control over the information which can be accessed by using eir evo services and that we do not examine the use to which you or other users put the Services or the nature of the information you or they are sending or uploading. We therefore exclude all liability of any kind for the transmission or reception or such information of whatever nature.

6.2 We exclude all liability of any kind for the information or any other material published or otherwise made available by you or any other person on any web site you establish using the Services.

6.3 You agree that, except for death and personal injury arising from our negligence, we shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with this contract, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

7. Indemnity

7.1 You agree to indemnify us, or any company in the eir Group and our and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the Services.

8. User dealings with Advertisers

8.1 Your correspondence with, or participation in promotions of, advertisers or merchants found on eir evo, including payment for and delivery of related goods, services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and such advertiser or merchant. You agree that we have no liability for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or merchants on the eir evo website.

9. Termination

9.1 eir evo reserves the right to take such action as it deems appropriate against any Customer who violates any conditions of this Acceptable Usage Policy. In such cases, services may be limited, interrupted or terminated with or without notice to the Customer.

10. Law

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of Northern Ireland and each party hereby submits to the exclusive jurisdiction of the Northern Irish Courts.

This Acceptable Usage Policy will be amended from time to time as is deemed necessary by eir evo. A copy of this policy will be made available to all new customers and the current policy will also be available on eir evo's web site. It is the Customer's responsibility to ensure familiarity with and observance of this Acceptable Usage Policy.

11. Data Protection

Any information obtained by eir evo through an application for the Service, or through the use of the Service may be accessed by eir evo in accordance with the provisions of the Data Protection Act 2018, as same may be amended from time to time, and may be used by eir evo to identify other products and services which may be offered to the Customer by eir evo or agreed third parties, only where the Customer has expressly agreed that the information may be used for such purposes.

12. Force Majeure

Except for failure to make payments when due, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party. If any such event prevents the Customer from accessing the Service and continues for more than one (1) month, the Customer may terminate the Service upon delivery of notice to eir evo.

13. No Warranties

13.1 The Service is provided on an "as is" basis and all conditions and warranties expressed or implied whether by statute or common law or otherwise are hereby excluded to the fullest extent permitted by law.

13.2 eir evo does not warrant that the Service will meet the Customer's requirements or that the operation of the Service will be uninterrupted or error-free or that any defect in the Service can or will be remedied. In particular, eir evo makes no warranties or representation to the extent that the operation of the Service is dependent on third party

service providers and eir_evo shall have no liability in respect of defects, interruptions or malfunctions in the Service, which are attributable to such third party service providers.

13.3 The Customer assumes the responsibility to take adequate precautions against damage to its operation which could be caused by defects, interruptions or malfunctions in the Service.

13.4 In respect of information provided by information providers to whom access has been gained by the Customer via the Service, the Customer acknowledges that eir_evo does not warrant or guarantee:

13.4.1 the accuracy, completeness, performance, quality, suitability or usefulness of such information; **or**

13.4.2 that such information will be free of infection by viruses, worms, Trojan horses or anything else manifesting, contaminating or destructive properties; **or**

13.4.3 that such information will not contain adult-oriented material, or material which some individuals may deem objectionable.

13.5 The Customer assumes the risk of using information accessible using the Service and shall isolate information, execute anti-contamination software and otherwise take steps to ensure that information, if contaminated or infected, will not damage the Customer's information or system.

13.6 eir_evo has no responsibility for any information, software, services or other materials obtained by the Customer using the Service.