

**Tranquil IT Solutions (South) Ltd
BROADBAND SERVICES SCHEDULE**

Last Updated: 23rd May 2024

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A. Reseller and Service Provider Information

This Addendum relates only to our broadband and connectivity products. They do not relate to any other product or service supplied by Tranquil IT as service reseller or any other product of ICUK computing services in acting as service provider unless specified herein.

As the Service Provider, the provision of a private reseller network as provided for the End User for Broadband, Leased Line and MPLS Services, regardless of carrier, are provided through ICUK Computing Services Ltd. Acting as an authorized reseller, **Tranquil IT Solutions (South) Ltd** are permitted to order, provision and manage network and broadband services through all available carriers on behalf of End User customers including as appropriate the usage of their private reseller network for provision of Internet Access or Point to Point connectivity. Whilst Tranquil IT retain responsibility for overall management of their private network, in order to supply services to the customers premises connectivity from the exchange or other IPOP is supplied by third party carriers in accordance with the service offerings available at (or within last mile of) customers premises.

In the case of all UK broadband services: SoADSL, SoGEA, SoGFAST, FTTC or FTTP. Connection to reseller network is provided by BT Openreach (UK) and is at all times subject to the BT Openreach terms of service in accordance with the service level held by the End User. Whilst The Reseller or Service Provider may offer advice on a suitable level of service It remains the responsibility of the End User to ensure that they have a suitable level of SLA with BT Openreach as required for their business.

Full details of SLA and SLG as supplied by Openreach are available at <https://d2horef.openreach.co.uk/cpportal/services/product-services/service-level-commitments>

Services provided by Leased Line, MPLS, Cellular LTE 4/5G or Satellite are provided directly from the customers premises with their chosen carrier, directly to the ICUK/Tranquil IT Private Network. In all such cases the End User will select an SLA from those available from their chosen carrier at point of sale. Full details of the SLA/ SLG will subsequently be supplied to the End User by the carrier. At no time can the Reseller or the Service Provider be held responsible for any failure in the carriers network and as such the End User must ensure a suitable SLA is in place with the carrier to meet their business needs.

The End User hereby agrees to indemnify and hold, **Tranquil IT Solutions (South) Ltd**, ICUK, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Resellers services, use of the services, connection to the Services, breach of this Agreement and or the Resellers violation of any rights of any other Person or Persons.

1. Definitions and Interpretation

1.1. In this Service Schedule the following expressions shall have the following meanings unless the context otherwise requires:

"ICUK"	ICUK computing Services Ltd: Service Provider facilitating authorized service reseller Tranquil IT Solutions (South) Ltd ;
"IPOP"	Internet Point of Presence, providing high speed connectivity to Internet or Carrier backbone;
"ADSL"	asymmetric digital subscriber line as more particularly described in clause 5.1;
"ADSL Service"	the provision of internet protocol connectivity delivered over the ICUK Network with ADSL based access to Users or Additional Users;
"API"	means the Application Programming Interface provided by ICUK via which Orders may be placed and the Services may be managed by the Reseller;
"Assured Rate Product(s)"	means a product variant offered for the Services where bandwidth is assured across the ICUK Network;
"Availability Checker"	Availability Checker means the mechanism provided by ICUK to be used by the Reseller to check the CLI status and options available for the provision of LLU Services to an End User;
"Control Panel"	means the facility provided by ICUK to the Reseller via which Orders may be placed and the Services may be managed by the Reseller;
"DSLAM"	A network device, located in the telephony exchanges of the service provider that connects multiple customer Digital Subscriber Lines to a high-speed Internet backbone using multiplexing techniques;
"DSL Service"	the ADSL Service and/or the FTTC Service and/or the FTTP Service;
"Enhanced Care"	the target resolution and response times under the heading "Enhanced" specified within the Fault classification matrix set out in clause 8.5.1;
"Faults"	notification of a problem or fault which is submitted by the Reseller to ICUK;
"FTTC"	Fibre to the Cabinet services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a fibre connection from the street cabinet to the exchange.
"FTTP"	Fibre to the Premises services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a direct fibre connection to the End User premises.
"Help Desk"	the telephone help desk described in clause 7.1;
"Incident"	a failure of the Service to operate in accordance with its published specification;
"LLU Services"	means voice and data services provided or to be provided by ICUK pursuant to this Agreement and as specified in the Operations Manual;
"LLU"	means Local Loop Unbundling which is technology that allows alternative communications companies to put their own equipment on to the end of an End User's copper local loop and own the connections for the local exchange instead of BT, so as to offer services in competition with BT;
"Provision Support"	Support Services in connection with the implementation of an Order;
"Services"	the DSL Service, the Support Service as applicable given the context in which the term "Services" is used;

"SOGEA"	Single Order Generic Ethernet Access is an equivalent to FTTC. It does not require an additional wholesale line rental subscription.
"SOGFAST"	A Single Order Generic Ethernet Access product that delivers ultra-fast broadband within approximately 500 meters from the distribution point, without needing a traditional voice service or additional wholesale line rental subscription.
"SOADSL"	Single Order Generic Ethernet Access is an equivalent to ADSL. It does not require an additional wholesale line rental subscription
"Standard Care"	the target resolution and response times under the heading "Standard" specified within the Fault classification matrix set out in clause 8.5.1;
"Support Service"	the support services described in clause 7;

- 1.2. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Service Schedule.
- 1.3. Any reference to an "hour" means an hour in a day and any reference to a "day" means a period of 24 hours running from midnight to midnight.
- 1.4. Except to the extent that they are inconsistent with the definitions and interpretations in this Service Schedule or are otherwise defined in this Service Schedule, the definitions and interpretations in the Master Agreement with the Reseller shall apply to this Service Schedule.
- 1.5. The Schedules form part of this Service Schedule and shall have effect as if set out in full in the body of this Service Schedule. Any reference to this Service Schedule includes the Schedules.
- 1.6. References to clauses and Schedules are to the clauses and Schedules of this Service Schedule.

2. The Service Schedule

- 2.1. The provisions of the Master Service Agreement apply to the provision of the Services, and the terms of this Service Schedule shall be implemented as though the Master Agreement were part of this Service Schedule.
- 2.2. Despite clause 2.1, the Master Agreement remains fully operative and unchanged concerning the provision of any goods or services other than the Service.

3. Commencement and duration of this Service Schedule

- 3.1. This Service Schedule begins on the date it is executed by duly authorised representatives of ICUK and will remain in effect unless terminated by either party in accordance with the terms of the Agreement.

4. Duration of services

- 4.1. The initial service term for new provisions of SOADSL, SOGFAST, SOGEA and FTTP Services is one (1) month, unless otherwise specified at the time of ordering.
- 4.2. For migrated SOADSL, SOGFAST, SOGEA and FTTP Services, the initial term is also one month, subject to any alternative terms specified at the time of order.

5. Description of Services

- 5.1. ADSL/SOADSL technology enables high-speed data transmission over copper telephone lines by utilising frequencies not used by voice calls. Devices like splitters or microfilters allow a telephone connection to carry both ADSL service and voice calls simultaneously. However, the quality of SOADSL service can vary significantly with line quality and is generally effective up to distances of less than 5 kilometres.
- 5.2. In the telephone exchange, SOADSL connections terminate at a DSLAM where another frequency splitter separates the voice signal from the data stream. This data stream is then processed through the telecommunications provider's data network and eventually integrated into the broader internet.
 - 5.2.1. FTTC/SOGEA/SOGFAST and FTTP Services build on the infrastructure of standard ADSL/SOADSL but offer higher data rates by using a fibre connection from the street cabinet to the exchange (FTTC) or directly from the premises (FTTP).
 - 5.2.2. Availability of FTTC/SOGEA/SOGFAST/FTTP Services is contingent on the existence of the necessary infrastructure, as verified by ICUK's availability checking tools.
 - 5.2.3. Standard Care levels are provided for these services, with options for higher care levels available
- 5.3. SOADSL (Single Order ADSL) provides internet access over copper telephone lines without the need for a traditional voice service. By utilising the full spectrum of the copper line for data transmission, SOADSL could also offer better performance compared to a standard ADSL connection. However, performance increases are not guaranteed and as with all copper-based services, performance may degrade over longer distances and with poor line quality.
- 5.4. SOGEA (Single Order Generic Ethernet Access) offers higher-speed internet connectivity compared to SOADSL by using VDSL technology also eliminating the need for a traditional voice service. This service operates over the existing copper infrastructure to the street cabinet, then connects to the fibre network, similar to FTTC, and its availability is subject to infrastructure support as determined by ICUK's availability checking tools such as the broadband availability checker in the control panel.
- 5.5. SOGFAST (Single Order G.fast) is similar to SOGEA in many of the ways mentioned in 5.4. G.fast technology boosts data rates significantly over shorter distances by utilising higher frequencies than those used in ADSL or VDSL. This service is typically most available and effective within a 500-meter range from the distribution point (DP), and availability is subject to the presence of compatible infrastructure which can be checked by using the broadband availability checker in your portal.
 - 5.5.1. Standard Care levels are provided for SOADSL, SOGFAST, and SOGEA services, with options for Elevated care levels available.

6. Orders for DSL Services

6.1. ICUK offers two methods for placing Orders:

6.1.1. Through the Reseller Control Panel for manual entry of individual Orders.

6.1.2. Via a REST Based API for direct submissions from the Reseller's systems, with both methods initiating automatic provisioning.

6.2. ICUK will promptly notify the Reseller of the acceptance or rejection of each Order and will endeavour to ensure that 90% of accepted Orders are processed within the specified Service timescale.

6.3. By placing an order, you acknowledge that the service may become active at any time in the future, including immediately. ICUK cannot be held liable if a carrier activates the service before the required date, and billing will commence and must be honoured. Please refrain from ordering a DSL service if you are not prepared for it to go live immediately.

7. Support Services

7.1. ICUK provides a telephone and email help desk service ("Help Desk") during the hours mentioned in clause 7.2, offering support in English for Order and Fault-related issues. There is no commitment to provide technical support to the Users.

7.2. Hours of Service

7.2.1. Office Hours: The Help Desk operates from 09:00 to 17:30, Monday to Friday, excluding Bank Holidays, with proactive notifications during these times.

7.2.2. Out of Hours: Outside of these hours, proactive notifications cease, and support is limited to new and ongoing Enhanced Care Incidents reported via the Control Panel or support team.

7.3. **Scheduled and Emergency Maintenance**

7.3.1. ICUK may periodically interrupt the Service for maintenance to the software, equipment, or ICUK Network, aiming to give at least 1 Business Day's notice and to minimise disruption.

7.3.2. Emergency maintenance may be necessary to ensure service quality, with efforts made to limit Service impact.

7.3.3. ICUK shall use reasonable endeavours to ensure that:

- scheduled Maintenance Events will not exceed 3 hours in any calendar month;
- emergency Maintenance Events will not exceed 3 hours in any calendar month.

Provided That the Reseller accepts that it may not be possible for ICUK to provide the Reseller with advanced notification of emergency Maintenance Events.

7.3.4. Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Reseller, shall be considered downtime for the purpose of service availability measurement set out in clause 9.

8. Service Management

8.1. Fault Reporting

8.1.1. The Reseller must raise all Faults by running a diagnostic test in their control panel and completing the required forms. In the event that the fault type deems this unsuitable, or there is a technical reason why this cannot be achieved, faults can be raised by sending an email to support@icuk.net or over the phone (0345 00 99 175).

All Fault Reports submitted by the Reseller must provide a complete description of the Fault and any information reasonably requested by ICUK. The support case in respect of a Fault will be raised after the Reseller performs the first line diagnostics with the User or Additional User to conduct an initial assessment of the cause of an Incident.

8.1.2. Communications must include the broadband username, with Fault updates communicated via email and/or through a support ticket system through the control panel itself.

8.2. Fault Report Priority Levels

8.2.1. On receipt of a Fault Report from the Reseller, ICUK (acting reasonably) shall determine the priority of any Fault using the Priority Levels.

8.3. Fault Response Timescales

8.3.1. ICUK aims to allocate Faults to a suitable engineer within 1 Business Hour for 98% of incidents, following the guidelines in clause 8.1.1.

8.3.2. ICUK shall use best endeavours to make an update on a Fault available to the Reseller via email and/or through a support ticket system through the control panel itself within the response times specified in clause 8.5.1.

8.4. Fault Resolution Targets

8.4.1. ICUK commits to resolving Faults within the care level timeframes specified in the matrix in clause 8.5.1.

8.5. Fault Classification Matrix

8.5.1. The Fault classification matrix set out below outlines the description, resolution and scheduled updates frequencies for the associated Fault priorities.

Priority	Description	Target Resolution Time		ICUK Updates
		Standard	Enhanced	Expected
Critical	Complete network outage affecting multiple users as a result of an ICUK network failure	4 hours	4 hours	Every 60 minutes
High	Total loss of service affecting 1 or more users	40 hours	20 hours	1-4 hours
Medium	Partial loss of service or degraded performance.	40 hours	20 hours	1-4 hours
Low	General support queries including provisioning and billing	40 hours	20 hours	1-4 hours

8.5.2. The Reseller and by extension the End User understands and accepts that it may be necessary to extend the timescales in the Fault classification matrix above due to the complexity of the Fault or where ICUK is dependent on a third party or carrier for resolution of the Fault. In such circumstances, ICUK shall use reasonable endeavours to eliminate or reduce the impact of the Fault on the Service by provision of a workaround, with permanent correction to follow.

8.6. Clearance of Fault

ICUK will clear an Incident reported to ICUK by the Reseller in accordance with this Service Schedule and a Fault Report will be considered to have been cleared where either:

8.6.1. it is corrected by ICUK (including the provision of a temporary fix); or

8.6.2. ICUK has investigated the Fault and ICUK's initial fault diagnostic testing indicates that the Fault is not found and/or is not the fault of ICUK; and this has been confirmed by ICUK to the Reseller.

8.7. Escalation Process

ICUK has its own escalation process where a Fault is understood as a clear request for the support of a higher technical or management level in order to clear the Fault. If the Fault is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either party may request an escalation of the Fault.

9. Service Availability

9.1. Overall Service Availability

ICUK will use reasonable endeavours to provide a monthly overall Service availability of not less than 99.7% for all Users connected to the ICUK network. For the purposes of this clause 9.1, overall service availability shall mean the availability of two way communication of the virtual communication link (expressed as a percentage) between the access entry port on which the Data Terminating Equipment ("DTE") originator is connected and the ICUK Network access exit port on which the DTE destination is connected, excluding scheduled Maintenance Events as described in clause 7.3, User-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by ICUK to provide the Service), or outages or disruptions attributable in whole or in part to force majeure events within the meaning that term as defined in the Master Agreement.

9.2. Service Credits

ICUK will use its reasonable endeavours to recover service credits from the operators when circumstances indicate they should be available if service credits are received these will be passed on to the Reseller.

9.3. Control Panel Availability

ICUK will use reasonable endeavours to provide a monthly average uptime availability of the Reseller Control Panel of at least 99.95% for the Reseller.

This availability refers to an access point on ICUK's backbone network. It does not apply to the portion of the circuit that does not transit ICUK's backbone network. Availability does not include scheduled Maintenance Events as described in clause 7.3, Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by ICUK to provide the Control Panel), or outages or disruptions attributable in whole or in part to force majeure events as defined in the Master Agreement.

9.4. Network Performance

9.4.1. Standard DSL Services

(i) ICUK shall use best endeavours to provide a DSL Service to Users and Additional Users that over the course of any calendar month does not exceed an average latency of 50 milliseconds assuming interleaving is not enabled on the Service.



(ii) ICUK shall use best endeavours to provide a DSL Service that over the course of any calendar month has an average packet loss across the ICUK Network of less than 0.5%. Provided that, notwithstanding clauses 9.4.1 (i) and (ii), the Reseller understands and accepts that these targets are best endeavours and whilst ICUK shall do their utmost to ensure ongoing network performance on occasion circumstances relating to the Service Provider network that are out of the control of ICUK may cause latency and general network performance to be affected.

10. Charges

10.1. The Reseller is required to pay the following standard charges for the Services:

10.1.1. The Activation Charge.

10.1.2. The fixed Monthly Recurring Charge (MRC) for each access circuit, varying by type.

10.1.3. Any applicable Variable Charges, such as those for service enhancements.

10.2. These Charges are detailed on the wholesale pricing section of the reseller Control Panel.

10.3. ICUK will pass on any provider-imposed charges due to actions of the Reseller or its Users, without adding any markup.

10.4. The Reseller must pay Installation Charges and Rental, along with other dues under this Agreement, invoiced monthly in advance, starting from the Service Activation Date (Go Live Date).

10.5. Payments to ICUK should be made in British Pounds Sterling, within the credit terms post-invoice issue.

10.6. If the Service Activation Date is postponed due to the Reseller's actions or inactions, the first Rental Period and Installation Charges will be due by the initially targeted Activation Date, unless otherwise negotiated.

10.7. ICUK may adjust Charges in response to carrier fees or other factors, providing at least 30 days' notice before such changes take effect.

10.8. Charges are exclusive of taxes like Value Added Tax, sales taxes, and other levies, which the Reseller must settle promptly as required.

10.9. In cases of non-payment not under dispute, ICUK may impose daily interest on overdue amounts at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, plus any reasonable costs for securing payment or obtaining judgment.

10.10. Payment to ICUK should be without deductions or withholdings, made via Bank Transfer, Direct Debit, or Credit/Debit Card.

10.11. ICUK may request a deposit, letter of credit, or another form of security if the Reseller's financial standing or payment record becomes unsatisfactory as outlined in the Master Service Agreement Section 7 subsection 18.

11. Availability of Standard BT Exchange Lines

11.1. The Charges are calculated on the basis that:

11.1.1. for the ADSL Service, the User or Additional User will provide a suitable standard BT Exchange Line that will support ADSL and the current analogue voice service ("Shared Line");

11.1.2. for the FTTC Service, the User or Additional User will provide a suitable standard BT Exchange Line that will support FTTC and the current analogue voice service ("Shared Line");

11.1.3. for the G.Fast Service, the User or Additional User will provide a suitable standard BT Exchange Line that will support G.Fast and the current analogue voice service ("Shared Line");

11.1.4. for the SOGEA Service, ICUK will either provide a dedicated copper line that will only support SOGEA ("Dedicated Line"), Line that will support SOGEA only with no voice support;

11.1.5. for the FTTP Service, ICUK will either provide a dedicated fibre line that will only support FTTP ("Dedicated Line"), or the User or Additional User will provide a suitable standard BT Exchange Line that will support FTTP and the current analogue voice service ("Shared Line");

11.2. Where a Shared Line is used to deliver the DSL Service through the duration of the Service Schedule, the User or Additional User must pay full line rental, in addition to the DSL subscription, to BT or another communications provider. For the avoidance of doubt, where a Dedicated Line is used to deliver the DSL Service, no line rental is payable to BT or any other third party for that line.

Appendix 1 – Broadband Acceptable Use Policy

This Acceptable Use Policy (AUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet. This AUP sets out the rules which apply to the use of our internet connection services including your responsibilities, and permitted and prohibited uses of those services.

We remind customers that when they are connected to the internet via our service they must comply with the law. Customers must not use our service:

- for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or
- any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; or
- to commit an offence under the Regulation of Investigatory Powers Act 2000; or
- to commit an offence under any other relevant UK legislation;

A customer's use of our service constitutes acceptance of this AUP.

We reserve the right to revise and update this AUP from time to time.

2. Responsibilities

You are responsible for your actions on our network and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system including our Network;
- deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in this policy, or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other User;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- Authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

3. Unsolicited Commercial Email / Unsolicited Bulk Email (Spam)

Junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email from the sender.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward ICUK, but also because it can overload ICUK's network and disrupt service to ICUK subscribers.

As a user of a ICUK email service platforms

You must:

- Include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- Provide a valid physical postal address in each email your send;
- Include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet based unsubscribe mechanism
- Process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- Set up and provide ICUK with a valid "abuse" email address in order to process any Spam positive complaint.
- Comply with any regulation in force that covers direct marketing regulations

You may not:

- Include false, deceptive or misleading header information, including a false domain name or address;
- Send emails with a false, deceptive or misleading subject line;
- Include sexually explicit content in your email;
- Add an address into your list without the subscriber's permission;
- Maintain an email address in your list for which an opt-out request has been received;
- Use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- Harvest email addresses from websites or web services;
- Generate email address by using a dictionary attack combining letters and numbers into multiple permutations;
- Use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- Relay emails through a computer or network without permission;
- Use your subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to.
- send emails with added words/characters in an attempt to bypass Bayesian filters
- Send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on the ICUK Network, or referencing an email address hosted on the ICUK Network
- Send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server
- Send email messages which are excessive and/or intended to harass or annoy others
- Continue to send email to a recipient that has indicated that he/she does not wish to receive it
- Take any actions intended to cloak the User's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses
- Take any other action that results in blacklisting of the sender's email address or mail server, or negatively impacts other Users who use the Email service.

In the absence of positive, verifiable proof to the contrary by a User, ICUK will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

4. Bulk Email

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden. Bulk mailing is defined as:

- Sending E-mails at a rate of over 50 emails per 5 minutes

If bulk mailing attempts are detected the relevant ports may be blocked with temporary or permanent immediate effect.

5. Excessive use

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems. If ICUK determines that excessive bandwidth, disk space utilisation or high CPU loads are adversely affecting ICUK's ability to provide service to other users, ICUK may take immediate action. ICUK will attempt to notify the account owner as soon as possible.

For connections supplied on an "unlimited" broadband ADSL, FTTC or FTTP product, ICUK reserves the right to force a change in the supplying carrier if monthly download usage exceeds 100GB on more than one occasion. The change in carrier will ensure that the current broadband technology continues to be used (eg if supplied using FTTC, it will remain an FTTC connection at the same speed), but the path the traffic takes taken over another carrier of ICUK's choice. ICUK will attempt to notify the account owner of the change prior to action.

6. Illegal Use

The ICUK network may only be used for lawful purposes. For example, Users may not use the ICUK Network to create, transmit, distribute, or store content that: violates a trademark, copyright, trade secret or other intellectual property rights of others, violates export control laws or regulations, violates the privacy, publicity or other personal rights of others, impairs the privacy of communications, contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by ICUK, encourages conduct that would constitute a criminal offense or give rise to civil liability, constitutes deceptive online marketing, causes technical disturbances to the ICUK Network, its affiliated networks, or the network used by Users to access the Email service., or violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or assists, encourages or permits any persons in engaging in any of the activities described in this section. If the Reseller becomes aware of any such activities, the Reseller is obligated to immediately notify ICUK and take all other appropriate actions to cause such activities to cease.

7. Consequences of Unacceptable Use

ICUK reserves the right to suspend or terminate User's access to the Email Service and/or internet service upon notice of a violation of this policy. If ICUK believe that the policy has been breached or the integrity of the network and/or the performance of others users are at risk, then ICUK will contact the Reseller with notice of its intent or to notify the User of the breach of the policy.

8. Administration of Policy

The Reseller understands that the administration of this policy requires the exercise of discretion and judgment by ICUK. ICUK agrees to exercise good faith in its administration of this policy and in making determinations under the policy.