

BERRY HALL COTTAGES INTERNET ACCEPTABLE USE POLICY

Effective from 9th April 2024

1. Acceptable use

1.1. By accepting our terms and conditions and using this service, you acknowledge that you have read, understand and will abide by this policy.

1.2. You must not use our internet connectivity services:

- a) in any way that breaches any applicable local, national or international law or regulation;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c) for the purpose of harming or attempting to harm minors in any way;
- d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- e) to knowingly transmit any data, send, upload or download any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- f) to be defamatory of any individual;
- g) to promote obscene, offensive, hateful or inflammatory material;
- h) to discriminate (including based on race, sex, religion, nationality, disability, sexual orientation or age);
- i) in any way which infringes copyright, database right or trade mark;
- j) to deceive any person;
- k) to breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- l) to be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- m) to harass, upset, embarrass, alarm or annoy any other person;
- n) to impersonate any person, or to misrepresent your identity or affiliation with any person;
- o) to give the impression that you are economically linked to us;

- p) to advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse; or
- q) to access without authority, interfere with, damage or disrupt any equipment or devices connected to a network owned, controlled or used by us or any third party.

1.3. The use of the internet by a minor is subject to this policy and the consent of their parent or guardian. We advise parents who permit their children to use the internet connectivity we provide that it is important that they communicate with their children about their safety online, as moderation is not fool proof.

2. Suspension and termination

2.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our internet connectivity services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

2.2. Failure to comply with this acceptable use policy constitutes a material breach and may result in our taking any or all of the following actions:

- a) immediate, temporary or permanent withdrawal of your right to use our services;
- b) issue of a warning to you;
- c) 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;
- d) further legal action against you; and/or
- e) disclosure of such information to law enforcement or other such authorities as we deem appropriate.

3. Limitations to our liability

3.1. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

- 3.2. Provision of internet access by us is entirely discretionary and provided without guarantee. Failure of our internet connectivity, or failure to provide internet connectivity (or sufficient bandwidth for any specific use) does not constitute a breach of any contract to provide you with accommodation.
- 3.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.
- 3.4. We exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our internet connectivity services or in connection with the use, inability to use, or results of the use of our services including loss of or damage to; income or revenue, business, profits or contracts, anticipated savings, data, or goodwill, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 3.5. We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to the internet via our services.