

Littlebigone.com
Acceptable Usage Policy – AUP

Littlebigone.com internet services may modify their Acceptable Use Policy at any time without notifying its users. For this reason our customers should consult the littlebigone.com internet services web site (www.littlebigone.com) to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and our Standard Terms and Conditions of Use, this Acceptable Use Policy will govern.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Introduction

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract.

Any reference to "you" shall be interpreted to mean you and anybody you allow to use the service(s) provided by littlebigone.com internet services.

Irrespective of which service you have subscribed to users of littlebigone.com internet services are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy and You are responsible for the use of littlebigone.com internet services by you and any person you allow to use it including anyone who accesses littlebigone.com internet services because you have removed the wireless encryption security on your Wireless Router.

If littlebigone.com internet services have reason to suspect that a user, or anyone using a user's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, littlebigone.com internet services determine that an account has been used in violation of this Policy, littlebigone.com internet services, in its discretion, may terminate the user account.

Network Management Policy

All littlebigone.com internet services users are subject to a Network Management Policy.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of littlebigone.com internet services) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede littlebigone.com internet services ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

littlebigone.com internet services monitor customers who use the most bandwidth and whose usage is having a negative effect on other customers. Customers who regularly download large amounts at peak times may have restrictions placed on their accounts to reduce their download speeds. This will only affect a small number of customers.

We actively monitor and manage the network performance of littlebigone.com internet services to ensure that we provide a sustainable and high quality internet service to our customers; during times of high demand we may prioritize applications such as browsing, email and VOIP. This means that certain applications which use up a lot of bandwidth (for example peer-to-peer file-sharing, large file downloads and newsgroups), which have a negative effect on other customers, may run slower at peak times.

Acceptable Use

littlebigone.com internet services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom.

You may not use littlebigone.com internet services to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

Systems violation and/or network security

You must not use littlebigone.com internet services to violate littlebigone.com's network security or any third party's system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate littlebigone.com's Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the littlebigone.com Network to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You must not adapt, modify, decompile or reverse engineer any part of littlebigone.com internet services.

You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the littlebigone.com Network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by littlebigone.com.

The actions we can take

littlebigone.com internet services may block any electronic communication that we reasonably consider to have breached this AUP.

littlebigone.com internet services has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information, material and or data being transferred on littlebigone.com internet services servers or equipment.

littlebigone.com internet services has the right, but not the obligation, to remove any content that it deems, in its sole discretion, to be in violation of any part of this Acceptable Use Policy.

littlebigone.com internet services has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

The failure of littlebigone.com internet services to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

If you have breached our AUP, or we or a third party, reasonably suspect that you may have breached our AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to all littlebigone.com services until such time as we are satisfied the breach has stopped;
- (b) immediately end all your littlebigone.com services;
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the littlebigone.com Network or our servers; or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the littlebigone.com internet service and/or our servers;

littlebigone.com will use your personal data and other account information in connection with any investigation carried out

Littlebigone.com is a trading name of

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by littlebigone.com in accordance with this AUP, including by disclosing it to any third party authority that littlebigone.com considers has a legitimate interest in any such investigation or its outcome.

How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via the littlebigone.com internet services, please email us at customer.services@isrighthere.com