



## Terms

**PLEASE NOTE THAT ANY ORDER RECEIVED BY EFORCE IS ACCEPTED ON THE UNDERSTANDING THAT FULL EFORCE TERMS AND CONDITIONS APPLY:**

**eForce is a trading style of Olympia Limited.**

eForce Terms & Conditions of Business:

eForce provides IT Services to the Customer within Olympia London.

In ordering the Services, the Customer acknowledges and agrees to the terms of the Contract and to following Terms and Conditions of Business:

### **1. INTERPRETATION:**

Terms defined in the Booking Form shall apply throughout these Terms & Conditions. In addition, the following terms shall have the following meanings:

- 1.1 "Booking Form" means the form which the Customer shall complete, sign and return to eForce with full payment in order to book the Services and enter into the Contract with eForce
- 1.2 "Connection and Acceptable Use Policy" means the policy set out in Schedule 1 hereto and as amended by eForce from time to time effective upon posting on the eForce website;
- 1.3 "Contract" means the contract between eForce and the Customer of which the Booking Form and these Terms and Conditions and the Connection and Acceptable Use Policy form an integral part;
- 1.4 "Customer" means the Exhibitor/ Organiser or other user who is a party to the Contract and whose details are set out in page one of the Booking Form;
- 1.5 **Data Protection Laws** means the Data Protection Act 2018 and any other data protection laws and regulations applicable in the UK (including, when applicable, the EU General Data Protection Regulation 2016 and any implementing legislation and regulation) and any codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement body
- 1.6 "eForce" **means** Olympia Limited trading as eForce, company registration number 661157 and whose registered office is situated at Olympia London Hammersmith Road, Kensington, London W14 8UX (Olympia Limited is operating under trademark license from Olympia Management Services Limited trading, company registration number 238811);
- 1.7 "Equipment" means the IT or Telephony hardware and peripherals and all other equipment hired by the Customer from eForce;
- 1.8 "Event" means any exhibition and/or conference and /or event to take place at Olympia London in which the Customer will take part;

- 1.9 "Event Period" means the period during which the Organiser has occupation of Olympia London, or parts thereof under the terms of a license agreement with Olympia Limited or Olympia Management Services Limited as applicable, (this will include the build-up and break-down days of the Event);
- 1.10 "Fees" means the fees payable by the Customer to eForce in respect of the Services as detailed in the Booking Form;
- 1.11 "Force Majeure" means any necessary inspection, repair or replacement of any part of Olympia London or any equipment or fittings and any event outside the Parties' reasonable control including, without limitation, any act or direction of government, act of terrorism, nuclear, chemical or biological contamination, fire, flood, storm, war, malicious damage, riot, industrial action, inaccessibility of transport links, failure of supply of power, fuel, communications, transport or other goods or services or breakdown of equipment; "Onsite Orders" means orders processed during the Event Period;
- 1.12 1.5 "Olympia London" means the venue Olympia London, Hammersmith Road, Kensington, London, W14 8UX as confirmed by eForce on the Booking Form;
- 1.13 "Organiser" means the organiser of the relevant Event at Olympia London;
- 1.14 "Parties" means eForce and the relevant Customer whose details are set out in the Booking Form;
- 1.15 "Rate Card" means the list of standard rates set out on page one of the Booking Form;
- 1.16 "Return Date" means the date on which the Booking Form has to be returned to eForce duly signed and dated;
- 1.17 "Services" means the IT services as detailed in the Booking Form or any bespoke service eForce has agreed to provide to the Customer;
- 1.18 "Service Order" means the order required to amend the Services as detailed in clause 12.2 of the Terms and Conditions; and
- 1.19 "Standard Rates" means the rates for the provision of the Services which are applicable to Customers who fail to return the Completed Booking Form with full payment before the Return Date as detailed in the Rate Card.

## **2. EFORCE OBLIGATIONS AND RESPONSIBILITIES:**

### **2.1 eForce:**

- 2.1.1 shall reserve the right to refuse provision of the Services to the Customer until payment in full has been received. This condition applies to orders received before or during the Event;
- 2.1.2 will arrange for exhibition stand service cabling to be provided and installed to the access point nearest to the Customer's assigned location within Olympia London during the Event or the build-up of the Event;
- 2.1.3 will use reasonable efforts to provide the Services to exhibitor stand locations based upon floor plans provided by the Customer / Organiser. It is the responsibility of the Customer to notify eForce, in writing, of any changes;
- 2.1.4 does not warrant the Services in the event of any stand move. Additional costs and/or late charges may be applicable in the event of a stand move and any such charges shall be agreed and paid by the Customer prior to eForce implementing any such changes;
- 2.1.5 shall not effect any cutting or altering of floor coverings unless in explicit agreement with the Customer, in order to provide Services to a stand;

- 2.1.6 will use reasonable endeavors to ensure that the Customer is able to use the Services from the opening time of the first day of the Event; and
- 2.1.7 will disconnect the Services on the final day of the Event, within one hour from the official closing time.

### **3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES:**

#### **3.1 The Customer:**

- 3.1.1 will contact eForce to confirm that the contract has been received and agreed;
- 3.1.2 will make payment of the agreed Fees in full including VAT at the time of placing the order. eForce reserves the right not to process any orders unless and until this condition is satisfied in full;
- 3.1.3 shall provide credit / debit card details as security against call charges and / or loss or damage to the Equipment for which the Customer is liable upon receipt until the time such Equipment is safely returned to eForce;
- 3.1.4 shall comply with the Contract and Acceptable Use Policy of which these Terms and Conditions form an integral part;
- 3.1.5 will not attempt to resell any Services provided by eForce unless explicitly approved by eForce and confirmed in an addendum to the Contract;
- 3.1.6 will ensure that administrator access can be provided to any device that is connected to the eForce network, so as to ensure that all network settings can be correctly configured;
- 3.1.7 shall ensure that any device not supplied by eForce is pre-configured. eForce accepts no responsibility for configuration or any faults associated with or arising from non-configured Customer equipment;
- 3.1.8 shall be responsible for all electrical power and power distribution required for the Services;
- 3.1.9 shall be responsible for the protection of their own privacy and the security of their own systems that connect with the Services. The Customer shall also respect the privacy of others and other Customers' systems that are facilitated in any way by eForce;
- 3.1.10 shall not attempt to interfere with the Services provided by eForce to any other Customer. This includes without limitation, "flooding" of networks and systems, deliberate attempts to overload a service or "crash" a system and/or wireless/radio interference with the eForce wireless/radio-based services;
- 3.1.11 shall not use any kind of program/script/command/automated tool, or send messages of any kind, designed to interfere with the use of the Services by another customer, via any means, locally or by any other service network such as the internet, public phone, data or other network or service; and
- 3.1.12 shall bring these Terms and Conditions including the Connection and Acceptable Use Policy and Data Protection Policy / Privacy (clause 11.2) to the attention of any of its employees, agents, clients, exhibitors, contractors, and other third party users and ensure these persons comply with them. In the event that the Customers, employees, agents, clients, exhibitors, contractors and/or other third party users fail to meet or comply with any of the provisions in the Terms and Conditions including the Acceptable Use Policy the Customer will be held liable for any such failure.

### **4. SERVICE CANCELLATION OR TERMINATION:**

- 4.1 eForce may terminate the Contract by verbal or written notice with immediate effect if:
  - 4.1.1 the Customer is in breach of any of its obligations under the Contract and/or the Terms and Conditions;

- 4.1.2 the Fees have not been paid by the first day of the Event Period or any other payment is overdue for a period of more than fourteen (14) days;
- 4.1.3 due to an event of Force Majeure eForce is prevented, delayed or hindered (or eForce reasonably considers that it will be prevented, delayed or hindered) from carrying out any of its obligations under the Contract;
- 4.1.4 the Customer gives notice to its creditors or any of them that they have suspended or are about to suspend payment of they are unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for their winding up or an administration order shall be made in respect of them, or the Customer shall become insolvent or shall make any assignment for the benefit of its creditors or have a receiver appointed of all or any part of the Customer's assets or take or suffer any similar action in consequence of debt;
- 4.2 On notice of termination pursuant to clause 4.1 above all sums due in respect of the Services shall become immediately due and payable to eForce (save with respect to clause 4.1.3 above in which case all prepayments already made by the customer under the Contract will be refunded);
- 4.3 In the event the Customer terminates the Contract by giving notice to eForce less than twenty eight (28) days prior to the commencement of the Event Period, the Services ordered will be charged at 25% of the full rate;
- 4.4 In the event the Customer terminates the Contract by giving notice to eForce less than fourteen (14) days prior to the commencement of the Event Period, the Services ordered will be charged at 50% of the full rate;
- 4.5 In the event the Customer terminates the Contract by giving notice to eForce less than seven (7) days prior to the commencement of the Event Period, the Services ordered will be charged at the full rate;
- 4.6 eForce shall have the right to suspend the Services or any part thereof with immediate effect if there is reason to suspect breach of the Contract, or any misuse or fraud being carried out on the telephone, internet or any other service provided by eForce; and
- 4.7 The termination of the Contract shall be without prejudice to any other rights and remedies that eForce may have in respect of any breach of the Customer's obligations under the Contract.

## **5. LIMITATION OF LIABILITY:**

- 5.1 **Neither** party excludes or limits its liability to the other party in respect of death or personal injury which is caused by the other party's negligence or fraudulent misrepresentation;
- 5.2 eForce shall not be liable to the Customer for:
  - 5.2.1 any loss or damage, whether direct or indirect:
    - 5.2.1.1 of business, production, operation, time, data or anticipated savings; or
    - 5.2.1.2 any loss of profits, goodwill, revenue, contracts or opportunity; or
    - 5.2.1.3 from destruction or corruption of data, business interruption, expenditure of time by the Customer's personnel or contractors, wasted expenditure or liability to third parties; or
  - 5.2.2 any consequential or indirect loss (even if any such loss was reasonably foreseeable) suffered by the Customer howsoever caused;
- 5.3 eForce provides un-firewalled, unfiltered internet connectivity. Firewalling is the sole responsibility of the customer, however where bespoke firewall policies are required these can be arranged upon request.

eForce does not accept liability for any expenses incurred by the Customer deploying any firewall or security measures;

- 5.4 eForce provides the Services “as is” and “as available” and actual connection speeds may vary and cannot be guaranteed . eForce does not accept liability for any fluctuations in connection speeds.
- 5.5 Where a party brings an action or claim for negligence, breach of contract or otherwise, that party shall take all reasonable steps to mitigate its loss;
- 5.6 eForce does not accept liability for expenses incurred should the Customer decide to publish the Event stand telephone number or ISDN circuit number prior to its installation. eForce reserves the right to change the stand telephone number or ISDN circuit number without prior notification;
- 5.7 eForce does not accept liability for expenses incurred by the Customer for cables installed in the incorrect position on their stand. eForce will arrange for exhibition stand service cabling to be provided and installed to the access point nearest to the customer’s assigned location within Olympia London. Unless eForce is provided with a specific drawing or stand plan, the installation will be made at the eForce technician’s discretion;
- 5.8 eForce provides the Services to exhibitor stand locations based upon floor plans provided by the Organisers and other Customers. eForce accept no responsibility for changes to exhibitor stand locations. It is the responsibility of the Customer to notify eForce in writing of any changes;
- 5.9 eForce does not accept liability for any service disruption or outage related to a failure by upstream providers, i.e. internet service providers or telecommunications providers;
- 5.10 eForce does not accept liability for any expenses incurred by the Customer if an eForce representative has been given permission (verbal or written) to reconfigure the Customer’s own equipment;
- 5.11 eForce does not accept liability for damages incurred or sums paid due to any faults of the Customer or any third party or by any harm components (such as computer viruses, worms, computer sabotage and denial of service attacks);
- 5.12 eForce does not accept liability for any breach of security, third party claims, loss of or damage to the Customer’s records or data (except in relation to Personal Data as defined in the Data Protection Laws in which case the provisions of the Data Protection Laws shall prevail) or those of any third party, loss or damage to the Customer or any third party associated with the inoperability of equipment with any component of the Services; and
- 5.13 Without prejudice to or limiting eForce’s right to receive payment for the Services, eForce’s entire liability for all claims arising out of or in connection with these Terms and Conditions and the contract shall not exceed the amount paid by the Customer for the Service.

## **6. INDEMNITY:**

- 6.1 The Customer will indemnify, defend and hold harmless eForce and its directors, officers, employees, from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any (“Losses”), to the extent such Losses arise:
  - 6.1.1 as a result of non-compliance by the Customer with its obligations under these Terms and Conditions;

- 6.1.2 from any and all claims by any of eForce's supplier's or service providers, or customers, the Customer's customers, clients, exhibitors, contractors or other third party end users in connection with any claims regarding content transmitted using the Service or a breach by the Customer of Data Protection Laws;
- 6.1.3 legislation, regardless of the form of action; provided, however, that the Customer will have no obligation to indemnify and defend eForce against claims for damages for personal injury or death caused by acts or omissions of eForce, its directors, officers, employees, subcontractors or eForce's gross negligence or wilful misconduct; or
- 6.1.4 from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of Data Protection Laws, to the extent such Losses are based upon:
- 6.1.4.1 the content of any information transmitted by the Customer or by any of the Customer's customers or authorised end users,
- 6.1.4.2 the use and/or publication of any and all communications or information transmitted by the Customer or by any of the Customer's customers or authorised end users, or
- 6.1.4.3 the use of Service by the Customer in any manner inconsistent with the provisions of these Terms and Conditions, including without limitation the Connection and Acceptable Use Policy.

## **7. INSURANCE:**

- 7.1 All eForce Equipment supplied to the Customer under the Contract as detailed in the Booking Form is the responsibility of the Customers whilst in their possession (such Equipment shall remain the property of eForce and shall not be removed from Olympia London);
- 7.2 The Customer shall ensure that the Equipment remain secure at all times. The Customer shall be held responsible for any misuse or damage to the Equipment whilst it is in their care; and
- 7.3 If the Equipment is lost or damaged after delivery to the Customer's stand, it is the responsibility of the Customer to pay the full charges for replacement or repair of such Equipment, including handling and administration charges.

## **8. FORCE MAJEURE:**

- 8.1 In the event that the Event is cancelled or suspended as a result of an event of Force Majeure, neither party shall be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder; and
- 8.2 If following an event of Force Majeure eForce is unable to provide all or any of the Services during the whole or any part of the duration of the Event, the Customer's rights shall be limited to the return of a corresponding proportion of the charges paid by them for such Services.

## **9. PAYMENT:**

- 9.1 Credit card details are required as security against call charges and Services / Equipment hire. No Services will be activated until these details are provided;
- 9.2 Unless previously agreed otherwise with eForce, payment in full, (including all bank charges), in Pounds Sterling must accompany all orders prior to delivery of any Services. No Services will be provided without payment being received in full by the first day of the Event Period;

- 9.3 The Fees and all other sums due under the Contract are expressed to be exclusive of VAT which the Customer shall pay at the prevailing rate at the same time as payment of the Fees and other charges;
- 9.4 Unless otherwise specified in the Contract, all payments under the Contract shall be paid directly into the eForce bank account, details of which are set out in the Booking Form;
- 9.5 Should eForce have formally agreed to delay payment by the Customer in accordance with an agreed payment schedule, the Customer shall pay any such monies due within fourteen (14) days following the date of the relevant invoice;
- 9.6 If any payment is overdue for a period of more than fourteen (14) days eForce may either suspend the provision of the Services or terminate the Contract in accordance with clause 4.1.2;
- 9.7 If the Customer fails to pay eForce on time, eForce may charge interest at 4% per annum above the base rate of Nat West Bank on any late payments. Such interest shall accrue on a daily basis from the due date until payment is received (whether before or after judgment);
- 9.8 eForce reserves the right to refuse to process any subsequent orders until payment for previous Services has been received;
- 9.9 Standard Rates will apply to all orders received with full payment before the Return Date. Any orders received without payment or after the Return Date will be subject to a 20% surcharge on the Standard Rates. Onsite Orders will be subject to a 40% surcharge on the Standard Rates;
- 9.10 All outgoing calls will be itemised and charged for by eForce. Final call charges will be charged to the Customer's account or credit card after the Event is closed; and
- 9.11 If by any reason of any default on the part of the Customer it becomes necessary to initiate legal proceedings, the Customer shall pay all costs, expenses and the legal fees expended or incurred by eForce.

## **10. CONFIDENTIALITY:**

- 10.1 Each party agrees (subject to clauses 10.2 and 10.3 below) not to:
- 10.1.1 disclose any information which it receives from the other party and which is identified as confidential or proprietary by the other party or the nature of which is clearly confidential or proprietary ("Confidential Information"); or
- 10.1.2 make any use of such Confidential Information other than for the purposes of the performance of the Contract and these Terms and Conditions.
- 10.2 Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive such Confidential Information in the course of the performance of the Contract and these Terms and Conditions and who have entered into an agreement containing appropriate confidential provisions.
- 10.3 The confidentiality obligations in this clause shall not apply to any information which:
- 10.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or
- 10.3.2 is already known to the receiving party before disclosure by the disclosing party; or
- 10.3.3 is developed through the independent efforts of the receiving party; or
- 10.3.4 the receiving party rightfully receives such Confidential Information from a third party without restrictions as to its use.

10.4 Upon termination or expiration of the Contract and these Terms and Conditions each party shall return or destroy all Confidential Information obtained from the other party and all copies thereof.

**11. DATA PROTECTION:**

11.1 Both Parties undertake to comply with the Data Protection Laws and shall procure that its employees, agents and subcontractors shall observe the provisions of the same.

11.2 The Parties acknowledge and agree that eForce is Data Controller (as defined in the Data Protection Laws) and Personal Data shall be processed in accordance with the eForce Data Protection Policy / Privacy which can be accessed using the following link [www.olympia.london/dpa](http://www.olympia.london/dpa)

**12. NOTICES:**

12.1 Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by first class post to the address given in the Booking Form or such other address as eForce or the Customer shall have notified in writing to the other party.

**13. ASSIGNMENT:**

13.1 The Customer may not assign, transfer or charge or purport to assign, transfer or charge the Contract or any of its rights, liabilities or obligations under the Contract without eForce's prior consent; and

13.2 eForce may assign, transfer or charge any or all of its rights, liabilities or obligations under the Contract to another IT services provider without obtaining the Customer's consent.

**14. COMPLAINTS:**

14.1 Any complaints in respect of the provision of the Services will not be accepted by eForce only following due notification of such complaints in writing during business hours at the offices of eForce. Please also note that all claims, disputes and complaints must be brought prior to the breakdown of the Event.

**15. DISPUTES:**

15.1 If any dispute arises in relation to the Contract, representatives of the Parties will negotiate promptly and in good faith in an attempt to resolve the matter between themselves. If the Parties are unable to resolve any dispute after negotiation, and if the Parties so agree, the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution.

**16. MISCELLANEOUS:**

16.1 Save as expressly provided herein, the Contract shall operate to the entire exclusion of any other agreement or understanding of any kind between the Parties hereto preceding the date of the Contract and in any way relation to the subject matter of the Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any other representations it would be unreasonable in law to exclude;

16.2 Any amendment to the Contract shall be in writing, signed by the Parties and expressed to be for the purpose of such amendment. In particular, any amendments or changes to the Services will require a Service Order to be completed and signed by the Customer. Charges in respect of such rectified Services will be payable in advance of the revised Services being provided;

16.3 Nothing in the Contract shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties;

16.4 Unless otherwise stated herein, all rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the Parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof;



16.5 If any clause or part thereof of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect; and

16.6 The Parties do not intend that the terms of the Contract and these Terms and Conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract.

**17. LAW AND JURISDICTION:**

17.1 The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts; and

17.2 Customers who violate systems or the security of eForce or any systems connected to the Services may incur criminal or civil liability. eForce will co-operate fully with investigations of violations of systems or security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

## **SCHEDULE 1**

### Acceptable & Connection Use Policy

#### **1. PURPOSE:**

This policy applies to any form of computer, whether a PC, laptop, server or PDA or any similar device ('host') which is provided by the Customer (or any third party on behalf of the Customer) and connected by wired or wireless means to the eForce network(s) at Olympia London. This policy is in place to protect all those using the eForce network for the purpose of obtaining Internet access and other communications services. Inappropriate use exposes all users to serious risks including virus attacks and compromise of network systems.

Any infringement of this policy will result in immediate disconnection without notice or refund and civil or criminal proceedings might be brought against the Customer.

#### **2. SCOPE:**

This policy applies to the Customer and regulates the manner in which it has been connected to the eForce network for the purpose of obtaining Internet access and other communications services. This policy applies to all equipment that is owned by eForce and any equipment leased by or supplied to the Customer.

#### **3. USE GUIDANCE:**

##### 3.1 General Use and Ownership:

3.1.1 Use of the eForce network and related services is primarily intended for Exhibitors and Organisers within Olympia London;

3.1.2 While eForce network administration wishes to provide a reasonable level of privacy, the Customer should be aware that the eForce network is essentially a public network infrastructure and therefore should be considered "un-trusted". eForce cannot therefore guarantee the confidentiality of information transported across the network or stored on any network device;

3.1.3 eForce recommends that any information that the Customer considers sensitive or vulnerable be encrypted.

3.1.4 It is the responsibility of the Customer to ensure that its employees and/or contractors adhere to the terms of this policy;

3.1.5 For security and network maintenance purposes, authorised individuals within eForce may monitor equipment, systems and network traffic at any time. eForce reserves the right to audit networks and systems without notice in order to ensure compliance with this policy; and

3.1.6 All drivers and software must be up to date; eForce accept no liability for connection issues relating to 'out of date' hardware drivers as detailed in paragraph 3.3 of this schedule.

##### 3.2 Security and Proprietary Information:

3.2.1 The Customer must ensure that all devices connected to the eForce network must have the latest revision of anti-virus software installed (set to update automatically) this software must be kept updated for the duration of the Event. eForce reserve the right to make random visits to exhibitor stands and will seek confirmation that the latest anti-virus software is installed; and

3.2.2 In the event that the latest revision of anti-virus software is not installed or a virus is detected, eForce reserve the right to disconnect any or all devices from the network. In the event of disconnection it is the responsibility of the Customer to ensure that a current version of anti-virus software is installed. Only once this software has been installed or the virus in question has been removed to eForce's satisfaction will eForce allow reconnection to the network.

### 3.3 Acceptable Use:

3.3.1 Use of the Internet outside the scope of this policy (see paragraph 3.1.1) should be agreed in advance with eForce; like for example installing an unsecured Wireless router for 'guest' access;

3.3.2 The Customer must keep anti-virus software up to date and functional;

3.3.3 Employees receiving "questionable material" should report such material to the appropriate member within their organisation; and

3.3.4 Any software downloaded from the Internet must be appropriately virus checked, licensed and registered.

### 3.4 Unacceptable Use:

Under no circumstances is the Customer or any of its employees and/or contractors authorised to engage in any activity that is illegal under UK or international law while utilising the eForce Network. The following activities are strictly prohibited and any infringement will result in disconnection as detailed in paragraph 1 above. The two lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use:

#### System and Network Activities

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Customer;
- Unauthorised copying of copyrighted material including, but not limited to, digitisation and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Customer or the end user does not have an active license is strictly prohibited;
- Conventional norms of behaviour apply to the use of eForce services just as they would to any other media. The Customer shall commit to participate in a communications environment that provides equality of opportunity and freedom from discrimination on the grounds of race, religion, sex, class, sexual orientation, age, violence, disability or special need or any material which is offensive abusive, indecent, obscene or menacing.
- The Customer must not use or allow anyone to use the Service:
  - to send or receive communication which is offensive, abusive, indecent, obscene or menacing;

- to cause annoyance, inconvenience or needless anxiety to anyone;
  - to violate or infringe the rights of any person; or
  - in breach of this Acceptable Use and Connection Policy;
  - in breach of the law
- The Customer must not connect more computers to the network than has been agreed with eForce at the time of placing the order;
  - The Customer cannot resell an eForce service to other users;
  - The Customer shall not propagate or transmit any material that is or may be considered to be offensive, obscene or indecent except in the course of recognised research or teaching that is permitted under UK or international law;
  - Use the Internet to harass, cause annoyance, inconvenience or anxiety to others (e.g., abusive or offensive emails, spamming, distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, or denial of service attacks).
  - Wireless (rogue) networks are not permitted due to the interference they cause. Please contact eForce to discuss the Customer's specific requirements;
  - Access to or creation, transmission or publication of any offensive, obscene or indecent images, sounds, data or other material;
  - Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the user is not expressly authorised to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
  - Executing any form of network monitoring which will intercept data not intended for the Customer's host;
  - Circumventing user authentication or security of any host, network or account;
  - Interfering with or denying service to any Customer; and
  - Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

#### Email and Communications Activities

- Customers are strictly prohibited from sending unsolicited bulk messages like for example spam or junk mail. This includes without limitation any of the following: bulk mailing of commercial advertising, information announcements, political tracts and chain correspondence. It is irrelevant whether or not the recipient wishes to receive such mailings. Malicious messaging including but not limited to "mail bombing" is also strictly forbidden;

- Customers shall not send any form of message to any person that does not wish to receive it. If a recipient asks to stop receiving messages, the Customer must comply with the recipient's wishes. The Customer shall not make use of the eForce services for infringement of intellectual property rights including copyright, trademark, patent, design and moral rights. Forging, impersonating or spoofing of messages in order to impersonate another person is not allowed;
- Customers shall not carry out any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages;
- Customers are strictly forbidden from unauthorized use, or forging, of email header information;
- Customers are not allowed to solicit emails for any other email address, other than that of the poster's account, with the intent to harass or to collect replies;
- Customers shall not create or forward "chain letters", "Ponzi" or other "pyramid" schemes of any type; and
- Customers are strictly prohibited from posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).