

Carrenza a Six Degrees compant Acceptable Use Policy

www.carrenza.com is a site operated by Six Degrees Technology Group Limited (**we** or **us**). We are registered in England and Wales under company number 07473012 and we have our registered office at Commodity Quay, St. Katharine Docks, London E1W 1AZ. Our main trading address is Commodity Quay, St. Katharine Docks, London E1W 1AZ. Our VAT number is 114 0288 52. This acceptable use policy (**policy**) is also for the benefit of our group undertakings (as defined at s1161(5) Companies Act 2006) from time to time.

This policy sets out the terms between you and us under which you may access our website www.carrenza.com, and any subsidiary, parent or associated company websites (**our sites**). This policy also applies to use of any of the services supplied by us and any subsidiary, parent or associated company (**our services**). This policy applies to all users of, and visitors to, our sites and/or our services. Your use of our sites and/or our services means that you accept, and agree to abide by, all the requirements in this policy, which supplement our terms of website use www.6dg.co.uk/terms-conditions/. In addition, our services are subject to the terms and conditions contained in any agreement which you may have entered into with us and otherwise to the laws of England and Wales (as maybe amended or enacted from time to time).

Prohibited uses

- 1.1 You may use our sites and our services only for lawful purposes. You may not use any of our sites or our services:
- in any way that breaches any applicable local, national or international law or regulation;
 - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - for the purpose of harming or attempting to harm minors in any way;
 - to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards below;
 - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). If you send unsolicited bulk email from our accounts you will be charged the cost of labour to respond to complaints, with a minimum charge of £200 (GBP). If you send bulk email to "opt-in" lists, you must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for third parties who complain about receiving unsolicited email;

- to knowingly transmit any data, send or upload 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.

1.2 You acknowledge and agree that:

- in the event that we specify any bandwidth limitations for your account, use of the services will not exceed those limitations. You should contact us if you require additional bandwidth;
- any programs, scripts, or processes which generate excessive server load are prohibited. We reserve the right to terminate or suspend any such program, script, or process;
- if you are accessing our services via a dial-up connection, we may terminate the session after a period of inactivity or if you are connected for an extended period of time (both of which periods shall be determined by us in our sole discretion) in order to protect the network resources and maintain services availability for others;
- we may investigate any suspected breach of this policy (which may involve accessing and disclosing any data or information transmitted or stored by you) and you agree to cooperate fully with any such investigation. You recognise that we are obliged to cooperate with any government or other third party in relation to any such breach. We reserve our legal rights to seek criminal and civil liability against users who violate our security. Notwithstanding the foregoing, we do not agree to monitor the use of our services and you bear full responsibility for transmitting information, screening unwanted transmissions, reporting offensive or illegal communications and backing up any data stored on either your or our systems;
- we will not be liable to you, or anyone else, for any use of our services by you that violates this policy, or for any failure by you to enforce any of your obligations under this policy. You agree to indemnify, defend, and hold us, our subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third party web site or service providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including reasonable legal fees, resulting from a breach of this policy, misuse or abuse of our services, or infringement of any intellectual property or other right of any person or entity. You agree to cooperate (at your own cost) as fully as we reasonably require in our defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.

1.3 You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our terms of website use www.6dg.co.uk/terms-conditions/;
- to comply with all applicable legislation, including all applicable statutes, directives, regulations and codes relating to the use, storage and processing of data and personal data, e-commerce, advertising and direct marketing (the “**Legislation**”), including (but not limited to) the *Data Protection Act 1998*, the *Privacy and Electronic Communications (EC Directive) Regulations 2003* and the *British Code of Advertising, Sales Promotion and Direct Marketing* (the “**CAP Code**”).
- Not to use our sites or our services to:
 - attempt to intercept, redirect, or otherwise interfere with communications intended for others;
 - attempt to interfere with or deny service to any user or host (e.g., denial of service attacks);
 - falsify header information or user identification information;
 - introduce malicious programs into the network or server (e.g., viruses, worms, Trojan horses, disabling devices, etc.);
 - transmit files containing a computer virus or corrupted data;
 - attempt to or actually access or use data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or breach security or authentication measures, without the owner's express prior written authorisation;
 - monitor data or traffic on any third party network or system in any way (including but not limited to "packet sniffing") without the system or network owner's express prior written authorisation;
 - attempt to circumvent user authentication or security of any host, network, or account ("cracking");
 - engage in "hacking," misuse or share user accounts or passwords with any other party (other than in the ordinary course of your business), attempt to violate our security or elsewhere, or attempt to infiltrate any network, without express prior written authorisation of the network owner; or
 - attempt to (or successfully) breach or disrupt Internet communication including, but not limited to, accessing data of which you are not an

intended recipient or logging into a server or account that you are not expressly authorised to access.

- Not to access without authority, interfere with, damage or disrupt:
 - any part of our sites and/or our services;
 - any equipment or network on which our sites and/or our services are stored;
 - any software used in the provision of our sites and/or our services; or
 - any equipment or network or software owned or used by any third party.

2. INTERACTIVE SERVICES

2.1 We may from time to time provide interactive services on our sites, including, without limitation:

- chat rooms;
- bulletin boards;
- blogs;
- twitter;
- linkedin

(collectively “**interactive services**”).

2.2 Where we do provide any interactive services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

2.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive services by a user in contravention of our Content Standards, whether the service is moderated or not.

- 2.4 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
- 2.5 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.
- 2.6 We will use our reasonable endeavors to monitor and remove any inappropriate third party content which breaches this policy. Any views or opinions expressed by a third party do not represent the views or opinions of us. If you become aware of any third party content which breaches the terms of this policy, you should notify us of that content immediately.

3. CONTENT STANDARDS

- 3.1 These “Content Standards” apply to any and all material which you contribute to our sites (**contributions**), and to any interactive services associated with them, and to any communications which you transmit via any service that we provide (whether interactive or not) (**communications**).
- 3.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution or communication as well as to its whole.
- 3.3 Contributions and communications must:
- be accurate (where they state facts);
 - be genuinely held (where they state opinions);
 - comply with applicable law in the UK and in any country from which they are posted;
- 3.4 Contributions and communications must not:
- contain any material which is defamatory of any person;
 - contain any material which is obscene, offensive, hateful or inflammatory;
 - promote sexually explicit material;
 - promote violence;

- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right, trade mark or other intellectual property or other right of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. SUSPENSION AND TERMINATION

4.1 We will determine, in our discretion, whether there has been a breach of this policy through your use of our sites and/or our services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

4.2 Failure to comply with this policy constitutes a material breach of the terms of use www.6dq.co.uk/terms-conditions/ upon which you are permitted to use our sites and/or our services, and may result in our taking all or any of the following actions:

- immediate temporary or permanent withdrawal of your right or ability to use our sites and/or our services;
- immediate temporary or permanent removal of any posting or material uploaded by you to our sites;
- issue of a warning to you;
- 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;

- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

4.3 We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our sites.