

Introduction of Acceptable Use Policy

Snowsport England (SE) have adopted this Acceptable Use Policy ("AUP") to govern the use of their connectivity services (the "Services") by their customers ("Customers" or "you") and by users that have gained access to the Services through Customer accounts ("Users").

By using the Services, you acknowledge that you and your Users are responsible for compliance with this AUP and agree to be bound by this AUP. You are responsible for violations of this AUP by any User that accesses the Services through your account. SE does not intend to control or monitor any User's experience or the content of their online communications, however, SE reserves the right to disconnect or otherwise terminate your access to the Services for usage that violates (or may violate) the AUP or that otherwise appears unlawful.

This AUP applies to all aspects of the Company's Services across its network, including equipment, systems, facilities, services, and products incorporated or used in such transmission network. This AUP is designed to protect the Services, Customers, Users, and the Internet community from improper or illegal activity across the Internet, to improve the Services and to improve Services offerings.

2.0. Prohibited Uses

2.1 Illegal Activity

You may access and use the platform for lawful purposes only. You are responsible for any transmission you or your Users send, receive, post, access, or store via the platform. SE strictly prohibits the use of the Services for the transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty). This prohibition includes, but is not limited to, the use or transmission of any data that is protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorisation and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful. Some examples of unlawful conduct include:

- *Infringement*: Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorised copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- *Offensive Materials*: Disseminating or posting material that is unlawful, libellous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

2.2 Unauthorised Access/Interference

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A Customer or User may not attempt to gain unauthorised access to, or attempt to, interfere with, or compromise the normal functioning, operation, or security of any portion of the Platform. A Customer or User may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or the Internet. A Customer or User may not use the Services to monitor any data, information, or communications on any network or system. A Customer or User is strictly prohibited from attempting to gain access to the user accounts of other Customers or Users, or violating system or network security, each of which may result in criminal and civil liability. SE will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. SE may, but is under no obligation to, monitor equipment, systems, and network equipment at any time for security and management purposes. Examples of prohibited unauthorised access or interference include:

- *Hacking*: 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 or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- *Interception*: unauthorised monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- *Intentional Interference*: Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- *Falsification of Origin or Routing Information*: Using, selling, or distributing in conjunction with the Services, any computer programme designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- *Avoiding System Restrictions*: Using manual or electronic means to avoid any limitations established by SE or attempting to gain unauthorised access to, alter, or destroy any information that relates to any SE customer or other end-user.
- SE may, but is not obligated to, take any action it deems necessary to protect the platform, its rights or the rights of its customers or third parties, or (2) optimise or improve the platform, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages and data sent through the platform.
- SE may, in its sole discretion, at any time, filter “spam” or prevent “hacking,” “viruses” or other potential harms without regard to any preference you may have communicated to us.
- *Failure to Abide by Third-Party Policies*: Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or that you access.
- *Harmful Content*: Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, programme, data or personal information.

2.3 Spoofing/Fraud

Customers and Users are prohibited from intentionally or negligently injecting false data into the platform, for instance in the form of bad routing information (including, but not limited to, the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

A Customer or User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Customer or User for purposes of deception via the platform. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a Customer's or User's identity in connexion with use of the Services is also prohibited.

2.4 Unsolicited Commercial E-mail/Spamming

A Customer or User may not use the platform to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient, or files that disrupt a server, account, newsgroup, or chat service. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient using the platform or Services is prohibited. In addition, "spamming" or "mail-bombing" using the platform or Services is also prohibited.

Likewise, Customers or Users are precluded from transmitting on the platform:

- unsolicited informational announcements;
- chain mail;
- numerous copies of the same or substantially similar messages;
- empty messages; or
- messages which contain no substantive content.

SE may, in its sole discretion, rely upon information obtained from anti-spamming organisations (including, for example and without limitation, spamhaus.org, spamcop.net, sorbs.nle, and abuse.net) as evidence that a Customer or User is an active "spam operation" for purposes of taking remedial action under this AUP.

2.6 Miscellaneous Prohibited Activities

SE prohibits Customers and Users from using the platform for any prohibited activities, including, but not limited to, the following activities:

- Intentionally transmitting files containing a computer virus or corrupted data
- If the platform has specified bandwidth limitations for your user account, use of the Services shall not be in excess of those limitations
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Services

- unauthorised monitoring of data or traffic on any network or system without express authorization of the owner of the system or network
- 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 or to breach security or authentication measures without express authorization of the owner of the system or network
- Advertising, transmitting, or otherwise making available any software, programme, product, or service that is designed to violate this AUP, which includes the facilitation of the means to deliver unsolicited commercial e-mail
- Any activity that disrupts, degrades, harms or threatens to harm the platform or the Services
- Any other inappropriate activity or abuse of the Services (as determined by SE in its sole discretion), whether or not specifically listed in this AUP, may result in suspension or termination of the User's access to or use of the Services

2.7 Complaints

SE reserves the right to suspend access. If SE receives complaints directly from Internet users, through Internet organisations and through other parties, SE shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organisations, before taking action under this AUP. A complaint from the recipient of commercial e-mail, whether received directly, or through an anti-spamming organisation, shall be evidence that the message was unsolicited. SE has no obligation to forward the complaint to the Customer or User, or to identify the complaining parties.

2.8 SE Right of Action for Prohibited Actions

The actions described in this Section II are non-exhaustive, and SE reserves the right to take appropriate action to remedy any conduct which it deems to be a violation of this AUP or otherwise may be harmful to the platform, its Customers, or Internet users.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR USER, SHALL BE CONSIDERED VIOLATIONS OF THE AUP BY SUCH CUSTOMER OR USER.

3.0 SE Rights

3.1 Suspension or Termination of Services

If Customers or Users engage in conduct or a pattern of conduct, including without limitation repeated violations by a User whereby correction of individual violations does not, in SE's sole discretion, correct a pattern of the same or similar violations, while using the Services that violates the AUP, or is otherwise illegal or improper, SE reserves the right to suspend and/or terminate the Services or the User's access to the Services. SE will generally attempt to notify the Customer or User of any activity in violation of the AUP and request that the User cease such activity; however, in

cases where the operation of the platform is threatened or cases involving unsolicited commercial e-mail/spam, a pattern of violations, mail relaying, alteration of the Customer's or User's source IP address information, denial of service attacks, illegal activities, suspected fraud in connexion with the use of Services, harassment or copyright infringement, the Company reserves the right to suspend or terminate the Services or the User's access to the Services without notification.

3.2 Investigation and Enforcement

SE has the right, but is not obligated, to strictly enforce this AUP through self-help, active investigation, litigation and prosecution. Company shall not be obligated to monitor or exercise any editorial control over any material stored, copied, or communicated using the Services or the platform, but reserves the right to do so. In addition, SE may take any other appropriate action against the Customer or a User for violations of the AUP, including repeated violations wherein correction of individual violations does not, in SE sole discretion, correct a pattern of the same or similar violations.

Company further reserves the right to conduct investigations into fraud, violations of the terms of this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that Company deems responsible for the wrongdoing.

3.3 Cooperation with Law Enforcement

SE may also access and disclose any information (including transactional information) related to a Customer's or User's access and use of the platform for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting Company's rights or property and those of its Customers; or (4) protecting Users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

SE will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. SE reserves the right to disclose Customer and User information to the extent authorised or required by law.

3.4 Privacy

Because the Internet is an inherently open and insecure means of communication, any data or information a Customer or User transmits over the Internet may be susceptible to interception and alteration. Subject to the SE Privacy Policy, SE makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a User transmits via the Services or over the Internet, including any data or information transmitted via any server designated as "secure."

4.0 Customer and User Responsibilities

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4.1 Notice of Network Security Issues

Customers and Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. Customers and Users agree to immediately notify SE of any unauthorised use of their accounts or any other breach of security known to you. If the Customer or User becomes aware of any violation of this AUP by any person, including Users that have accessed the Services through Customer's account, the Customer or User is required to notify Company.

4.2 Impending Security Event Notification

All Users of the platform are responsible for notifying SE immediately if they become aware of an impending event that may negatively affect the platform. This includes extortion threats that involve threat of "denial of service" attacks, unauthorised access, or other security events.