

July 2021 Version 001

ECA

Acceptable

Use Policy

ECA Software Terms– Acceptable Use Policy



July 2021

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This current consolidated Acceptable Use Policy was published on 30 June 2021. For previous versions, see <http://www.eca.co.uk/eca-software-support>.

1 Introduction

- 1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our Agreement pursuant to the ECA Software Terms. It governs how the Customer and Authorised Users may access and use the Services.
- 1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the ECA Software Terms as applied by our Agreement and the same rules of interpretation apply. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

ECA Software Terms means the latest version of the document available <http://www.eca.co.uk/eca-software-support>, as Updated from time to time; and

Virus means any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

- 1.3 The Customer and Authorised Users are only permitted to use and access the Services for the Permitted Purpose as defined in our Agreement and in accordance with its terms. Use of the Services (or any part) in any other way, including in contravention of any restriction on use set out in the Agreement and/or this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they may not use the Services.

2 Restrictions on use

- 2.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of any of its Affiliates and Authorised Users) and each Authorised User agrees not to use the Services nor permit them to be used:
 - 2.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Agreement;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any Virus;
 - 2.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 2.1.5 to simulate communications from ECA or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 2.1.6 in any manner that disrupts the operations, business, equipment, websites or systems of ECA or any other person or entity (including any denial of service and similar attacks);
 - 2.1.7 in any manner that harms or may endanger minors or any other person;
 - 2.1.8 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
 - 2.1.9 to promote any unlawful activity;
 - 2.1.10 to represent or suggest that ECA endorses any other business, product or service unless ECA has separately agreed to do so in writing;
 - 2.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - 2.1.12 in any manner which may impair any other person's use of the Services or use of any other services provided by ECA to any other person;
 - 2.1.13 to attempt to circumvent any security controls or mechanisms;
 - 2.1.14 to attempt to circumvent any password or user authentication methods of any person;

- 2.1.15 in any manner inconsistent with our Agreement, the relevant User Manual or any instructions provided by ECA from time to time; or
- 2.1.16 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.

3 Customer Data and communication standards

- 3.1 Any Customer Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in ECA's discretion, acting reasonably. In particular, the Customer warrants and undertakes that any Customer Data and each such communication shall at all times be:
 - 3.1.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 3.1.2 free of any Virus (at the point of entering any of the Subscribed Service or ECA's systems);
 - 3.1.3 factually accurate;
 - 3.1.4 provided with all necessary consents of all relevant third parties;
 - 3.1.5 not defamatory or likely to give rise to an allegation of defamation, prejudice or offence against any protected characteristic.
 - 3.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
 - 3.1.7 not abusive, threatening, offensive, harassing or invasive of privacy;
 - 3.1.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
 - 3.1.9 not racist, sexist, ableist, homophobic or xenophobic;
 - 3.1.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
 - 3.1.11 not liable to offend religious sentiments or deeply held beliefs; and
 - 3.1.12 unlikely to cause offence, embarrassment or annoyance to any person.

4 Linking and other intellectual property matters

- 4.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of all Customer Affiliates and Authorised Users) and each Authorised User agrees not to:
 - 4.1.1 create a frame or any other browser or border environment around the content of the Services (or any part);
 - 4.1.2 display any of the trade marks or logos used on the Services without ECA's permission together with that of the owner of such trade marks or logos; or
 - 4.1.3 use ECA's trade marks, logos or trade names in any manner.

5 Storage

ECA will ensure reasonable storage capacity for Customer information and uploaded documents for the purposes of reasonable day to day usage of the Subscribed Services subject to ECA's discretionary right to introduce and impose storage limits at a later date.

