

Acceptable Use Policy

Unless otherwise defined in this Schedule, capitalised terms used in this Policy shall have the meanings ascribed to them in either the Calligo Master Services Agreement (MSA) or the Calligo Terms (available at <https://www.calligo.io/services-and-policies>), whichever applies to you (for the purposes of this Policy, the “Agreement”).

1. Overview

- This Acceptable Policy (the “AUP”) sets out the rules which apply when the Client uses any Service(s).
- The AUP is designed to help protect Calligo, its Affiliates and its clients from the consequences of irresponsible, illegal and unlawful activities.
- The AUP is part of the Agreement. If the Client breaches this Policy, Calligo may suspend or terminate the Client’s use of any Service in accordance with the Agreement and Calligo may claim damages for any loss caused by that breach.
- If Calligo thinks that the Client’s use of any Service involves, or may involve, any illegal or unlawful activity, it may report that activity to the appropriate authorities.
- If it is alleged that the Client’s use of any Service is, or involves, any illegal or unlawful activity, Calligo may co-operate with an investigation that is undertaken by a competent law enforcement or regulatory authority into that activity and may disclose any information to that law enforcement or regulatory authority.
- Calligo may delete, edit, block or permanently remove from its systems any material if it has reason to believe that that material is unlawful or illegal or in some other way breaches this Policy, the Agreement or any applicable terms and conditions imposed by Calligo.
- Calligo reserves the right immediately to remove or disable access to any material on its systems which is, or Calligo suspects is, infected with malicious code or software which might infect or corrupt Calligo’s data or systems or the data or systems of any other person.
- The Client must ensure that its users, everyone who accesses or uses any Service through the Client’s IT systems and the Client’s clients who use any Service comply with this Policy.

2. Unacceptable practices

The Client agrees not to, or facilitate or allow others to, use the Services:

- to violate, or encourage the violation of, the legal rights of others;
- to engage in, promote or encourage illegal activity;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

- to interfere with the use of the Services, or the equipment used to provide the Services;
- to disable, interfere with or circumvent any aspect of the Services;
- to gain or attempt to gain unauthorized access to systems or Services;
- to intentionally omit, delete, forge or misrepresent transmission information, including headers, return addressing information and IP addresses;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”); or
- to use the Services, or any interfaces provided with the Services, to access any other Calligo service in a manner that violates the terms of service of such other Calligo service.

3. Internet Fair Use Policy

Some Services include Internet connectivity as a bundled service. Such Internet, or IP, feed is subject to a fair use policy. This means that Client’s use should conform to the normal usage patterns for such a service and failure to do so may result in suspension or termination of the service.

4. Monitoring and Enforcement

We may investigate any suspected violation of this Policy, and remove or disable access to any content or resource that violates this Policy. You agree to cooperate with us to remedy any violation.

When determining whether there has been a violation of this Policy, we may consider your ability and willingness to comply with this Policy, including the policies and processes you have in place to prevent or identify and remove any prohibited content or activity.

5. Reporting

Client is required to immediately report to Calligo any event or issue which could compromise the stability or security of the Calligo Services and any known violation of this AUP.

Please send reports of abuse to abuse@calligo.io, making sure to include as much identifying information as possible. Note that we will not open any attachments.

6. Changes to this Policy

The internet, how it is used and may be misused, and the law relating to that use and misuse, frequently change. Therefore Calligo reserves the right to update or modify this Policy from time to time in accordance with the Agreement. Although Calligo may (but is not obliged to) notify a Primary Contact by email of any changes to this Policy, it is the Client’s responsibility to check the Calligo website at <https://www.calligo.io/services-and-policies> for updates and modifications to this Policy. Those updates and modifications will be binding on the Client (irrespective as to whether or not the Client has checked for changes and/or whether or not Calligo has given notice of any such changes).