

**Clever Voice Ltd - Acceptable Use Policy**

This acceptable use policy sets out the terms between a User and CleverVoice under which a User may access the web site [www.clevervoice.com](http://www.clevervoice.com) (the “**Web Site**”). This acceptable use policy applies to all Users of, and visitors to, the Web Site.

A User’s use of the Web Site means that they accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms: <http://www.clevervoice.com/terms-and-conditions>

**1. Prohibited uses**

1.1 Users may use the Web Site, Interactive Services and CleverVoice Services only for lawful purposes. Users may not use the Web Site, Interactive Services or CleverVoice Services:

- (a) To send unsolicited marketing material.
- (b) To send a message or other matter that is grossly offensive or of an indecent, obscene or menacing character or is false.
- (c) For the purpose of causing annoyance, inconvenience or anxiety to another.
- (d) To persistently contact the same person.
- (e) To obtain an electronic communications service dishonestly.
- (f) In any way that breaches any applicable local, national or international law or regulation.
- (g) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (h) For the purpose of harming or attempting to harm minors in any way.
- (i) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- (j) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (k) 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 Users also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of the Web Site, Interactive Services or CleverVoice Services in contravention of the provisions of our Terms : <http://www.clevervoice.com/terms-and-conditions>
- (b) Not to access without authority, interfere with, damage or disrupt:
  - i) any part of the Web Site, Interactive Services or CleverVoice Services;
  - ii) any equipment or network on which the Web Site, Interactive Services or CleverVoice Services are stored or hosted;
  - iii) any software used in the provision of the Web Site, Interactive Services or CleverVoice Services; or
  - iv) any equipment or network or software owned or used by any third party

## 2. Interactive Services

2.1 CleverVoice may from time to time provide interactive services on the Web Site, including, without limitation:

(a) Chat rooms.

(b) Bulletin boards.

(the “**Interactive Services**”).

2.2 Where CleverVoice do provide any Interactive Services, CleverVoice will provide clear information to Users 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 CleverVoice will do their best to assess any possible risks for Users (and in particular, for children) from third parties when they use any Interactive Services provided on the Web Site, and CleverVoice 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, CleverVoice are under no obligation to oversee, monitor or moderate any Interactive Services provided on the Web Site, and CleverVoice expressly exclude their 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 the Interactive Services by a minor is subject to the consent of their parent or guardian. CleverVoice advises parents who permit their children to use the Interactive Services 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 Services should be made aware of the potential risks to them.

2.5 Where CleverVoice do moderate Interactive Services, they will normally provide Users with a means of contacting the moderator, should a concern or difficulty arise.

## 3. Content Standards

3.1 These content standards apply to any and all material which Users contribute to the Web Site, and to any Interactive Services or CleverVoice Services associated with it (“**Contributions**”).

3.2 Users must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

3.3 Contributions must:

(a) Be accurate (where they state facts).

(b) Be genuinely held (where they state opinions).

(c) Comply with applicable law in the UK and in any country from which they are posted.

3.4 Contributions must not:

(a) Contain any material which is defamatory of any person.

(b) Contain any material which is obscene, offensive, hateful or inflammatory.

(c) Promote sexually explicit material.

(d) Promote violence.

(e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- (f) Infringe any copyright, database right or trade mark of any other person.
- (g) Be likely to deceive any person.
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (i) Promote any illegal activity.
- (j) Be threatening, abusive, harassing or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent a User's identity or affiliation with any person (including, but not limited to, impersonating employees or representatives of CleverVoice or their affiliates).
- (m) Give the impression that they emanate from CleverVoice, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**4. Suspension & termination**

4.1 CleverVoice will determine, in their discretion, whether there has been a breach of this acceptable use policy through your use of the Web Site, the Interactive Services or the CleverVoice Services. When a breach of this policy has occurred, CleverVoice may take such action as they deem appropriate.

4.2 Failure to comply with this acceptable use policy constitutes a material breach of the Terms <http://www.clevervoice.com/terms-and-conditions> upon which Users are permitted to use the Web Site and the Interactive Services and CleverVoice Services associated with it, and may result in CleverVoice taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of the Users right to use the Web Site, Interactive Services and / or CleverVoice Services.
- (b) Immediate, temporary or permanent removal of any posting or material uploaded by the User to the Web Site, Interactive Services and / or CleverVoice Services.
- (c) Issue of a warning to the User.
- (d) Legal proceedings against the User for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (e) Further legal action against the User.
- (f) Disclosure of such information to law enforcement authorities as CleverVoice reasonably feel is necessary.

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

**5. Changes to the acceptable use policy**

5.1 CleverVoice may revise this acceptable use policy at any time by amending this page. Users are expected to check this page from time to time to take notice of any changes CleverVoice make, as they are legally binding on Users. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Web Site.

.....