ELOVADE

# Acceptable Use Policy

October 2026

## 1. The Legal Background

This Acceptable Use Policy (AUP) clarifies the requirements that apply to customers using services provided by Brigantia Partners Ltd, trading as Elovade UK&I ("Elovade UK&I").

The use of our services is subject to applicable UK legislation, including, but not limited to, the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Protection from Harassment Act 1997.

The Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) impose obligations on organisations that process personal data. Customers are responsible for ensuring that their use of our services complies with applicable data protection legislation and any other relevant legal requirements.

The Electronic Commerce (EC Directive) Regulations 2002 may apply to certain services provided by Elovade UK&I. Our responsibilities and any applicable limitations of liability will be determined by the relevant legislation, the nature of the services provided and the circumstances concerned.

Elovade UK&I will take appropriate action where it becomes aware of unlawful activity involving its services, in accordance with applicable law and its contractual obligations.

## 2. How Does Elovade UK&I Ensure UK Legal Compliance?

It is an offence under UK law to transmit, receive or store certain types of illegal material. Customers must not use Elovade UK&I services to engage in unlawful activities or to store, transfer or receive material that is illegal under applicable UK law. Such activities may result in investigation or prosecution by the relevant authorities under applicable legislation, including the Computer Misuse Act 1990 and other relevant criminal legislation.

It is also unlawful to infringe the intellectual property rights of others, including copyright, patents and registered trademarks. Customers must not use Elovade UK&I services in a way that infringes these rights. Where appropriate, Elovade UK&I will cooperate with rights holders and take reasonable action in response to credible reports of infringement, in accordance with applicable law and our contractual obligations.

The Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) impose obligations on organisations that process personal data. Customers are responsible for ensuring that their use of Elovade UK&I services complies with applicable data protection legislation. Where relevant, customers should also ensure that they meet any applicable registration or fee requirements administered by the Information Commissioner's Office (ICO).

The Electronic Commerce (EC Directive) Regulations 2002 may apply to certain services provided by Elovade UK&I. Our responsibilities in relation to unlawful activity carried out

© Brigantia, Cloud Business and Enhance logos, and combinations thereof, are trademarks and trading styles of Brigantia Partners Limited.
All rights reserved. Company No. 09498907.

using our services will be determined by the applicable legislation and the circumstances concerned. Where we become aware of credible evidence of unlawful activity involving our services, we will take appropriate action in accordance with applicable law and our contractual obligations.

## 3. How Does Elovade UK&I Comply Outside The UK?

Our customers may be subject to the laws and regulations of countries outside the UK, depending on their location and how they use our services. Customers are responsible for ensuring that their use of Elovade UK&I services complies with all applicable laws and regulations in the relevant countries.

Customers should take appropriate care to ensure that their activities do not breach the laws of any country in which they operate or in which their use of our services may be subject to legal requirements.

## 4. Hosting (Dedicated And Virtual)

Elovade UK&I provides managed hosting and cloud-based services for customers, including servers and applications hosted on third-party cloud platforms. These services may include email and email archiving solutions.

Customers remain responsible for the content, applications and data they store, process or transmit using these services. Customers must ensure that their use of the services complies with all applicable laws and regulations and does not infringe the intellectual property rights of third parties.

Elovade UK&I will manage and administer hosted servers and applications to the extent agreed under the relevant service arrangements. Customers must cooperate with reasonable requests relating to the security, maintenance and operation of their services and must not use, or permit the use of, those services for unlawful activities or in a way that compromises their security, availability or integrity.

Where services are hosted or provided by third-party cloud or service providers, their underlying infrastructure may be subject to the relevant provider's terms and conditions. Elovade UK&I will manage its responsibilities for those services in accordance with the applicable customer agreements.

Backup, recovery and data protection responsibilities will be governed by the applicable service agreement. Customers should ensure that they understand the backup arrangements in place for their services and any responsibilities that remain with them.

Any liability relating to data loss, service interruption or the provision of hosting and managed services will be subject to the applicable service agreement and relevant law.

## 5. Irresponsible Usage

You may use our services for lawful purposes only. You must not use our services:

© Brigantia, Cloud Business and Enhance logos, and combinations thereof, are trademarks and trading styles of Brigantia Partners Limited.
All rights reserved. Company No. 09498907.

1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is unlawful or fraudulent, or that has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm minors in any way.
4. To publish or transmit contributions that are inaccurate where they state facts, or that are not genuinely held where they state opinions, or that otherwise breach applicable law in the UK or any other relevant country.
5. To publish or transmit any material that:
    - Is defamatory, obscene, offensive, hateful or inflammatory.
    - Promotes sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
    - Infringes any copyright, database right, trademark or other intellectual property right of another person.
    - Is likely to deceive any person or is made in breach of any legal duty owed to a third party, including a contractual duty or a duty of confidence.
    - Promotes any illegal activity.
    - Is threatening, abusive, invasive of another person's privacy, or likely to harass, upset, embarrass, alarm, annoy or cause needless anxiety to another person.
    - Is used to impersonate any person or misrepresent your identity or affiliation with any person.
    - Gives the impression that it originates from Elovade UK&I when this is not the case.
    - Advocates, promotes or assists any unlawful act, including copyright infringement or computer misuse.
    - Constitutes unsolicited or unauthorised advertising or promotional material, or any other form of similar solicitation (spam).
6. To knowingly transmit, send or upload any data or material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or other harmful programs or computer code designed to adversely affect the operation of computer software or hardware.
7. To infringe the rights of others, including privacy and copyright. For example, you must not share copyright-protected music, video or other material without the necessary permission.
8. To collect, process, combine or store personal data about other users unlawfully or in a way that infringes their rights.
9. To forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through our services.
10. To use content or information transmitted or stored through our services in a way that breaches this policy or applicable law. Content may include information, data, text, software, music, sound, photographs, graphics, video, messages and other materials, whether publicly posted or privately transmitted.
11. To upload, post, email or otherwise transmit content that breaches this policy. You are responsible for the use of your account and for ensuring that users authorised to access it comply with this policy, subject to applicable law and the terms of your service.

© Brigantia, Cloud Business and Enhance logos, and combinations thereof, are trademarks and trading styles of Brigantia Partners Limited.
All rights reserved. Company No. 09498907.

Where we identify content or activity that breaches this policy, we may notify the customer using the contact email address held on record and request corrective action within a reasonable timeframe. Depending on the nature and severity of the breach, we may restrict or suspend the relevant services. Where the breach is not remedied, we may continue the suspension or take further action in accordance with our contractual terms and applicable law. We may take immediate action where reasonably necessary to address an urgent security threat or unlawful activity.

## 6. Use of Your Account

You must not use your Elovade UK&I account or services to obtain unauthorised access to any computer, system, network or service. You are responsible for ensuring that your account is used appropriately, including by any third parties you authorise to access it.

Customers must not use tunnelling, proxies or any other means to circumvent the service restrictions or usage limits applicable to their account or service.

Customers are responsible for ensuring that their Elovade UK&I services are not used irresponsibly. Activities considered irresponsible include, but are not limited to, sending bulk unsolicited emails (spam), hosting fraudulent or phishing websites, using Elovade UK&I services to compromise the security of third-party systems, and exceeding agreed data transfer or usage limits.

To access certain services, you may be required to provide information about yourself or your organisation, such as identification or contact details, during registration or as part of the ongoing provision of the service. You agree to ensure that any information provided to Elovade UK&I is accurate, complete and kept up to date.

If you provide information that is untrue, inaccurate, outdated or incomplete, or if we have reasonable grounds to suspect that this is the case, we may suspend or terminate your account or restrict your use of the relevant services, in accordance with the applicable contractual terms and law.

## 7. Misuse of System Resources

This includes, but is not limited to, using programs or applications that consume excessive CPU time, network capacity, disk input/output (I/O) or storage space, or that otherwise adversely affect the performance, availability or security of our services.

## 8. Unsolicited Communications

Unsolicited communications include bulk messages that generate a significantly higher volume of outgoing email than would normally be expected from a legitimate user, the use of non-existent return email addresses, unauthorised open email relaying, sending unsolicited email from other networks that references or uses Elovade UK&I services, and any other unsolicited communications.

## 9. Access to Other Computers or Networks Without Authorisation

Attempting unauthorised or illegal access to computers, networks, systems or accounts that you do not own or are not authorised to access is prohibited. This includes any act that

© Brigantia, Cloud Business and Enhance logos, and combinations thereof, are trademarks and trading styles of Brigantia Partners Limited.
All rights reserved. Company No. 09498907.

interferes with the services of another user or network, or any attempt to circumvent security measures.

## 10. Suspension and Termination

Failure to comply with this policy may constitute a material breach of the applicable Elovade UK&I Terms and Conditions or service agreement and may result in our taking any or all of the following actions:

- The immediate, temporary or permanent withdrawal of your right to use the relevant service.
- The immediate, temporary or permanent removal of any content or material uploaded or stored by you using our services, where applicable.
- The issue of a warning to you.
- The recovery of costs resulting from the breach, where permitted under the applicable contractual terms and law.
- The commencement of legal proceedings or other appropriate legal action.
- The disclosure of relevant information to law enforcement authorities where we reasonably consider this necessary or where required by law.

Any suspected breaches of this policy should be reported to abuse@elovade.co.uk, providing relevant details and evidence where available. We will investigate reports as appropriate, although it may not always be possible to respond individually to every report.

To the extent permitted by law, we exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not exhaustive, and we may take any other action we reasonably consider appropriate in accordance with the applicable contractual terms and law.

## 11. Changes to this Policy

We may revise this policy from time to time and will notify customers of material changes where appropriate. You should review the policy periodically to remain aware of any changes. Changes will apply in accordance with the applicable contractual terms and law. Some provisions of this policy may also be supplemented or superseded by relevant provisions or notices published on our website or provided in connection with our services.

© Brigantia, Cloud Business and Enhance logos, and combinations thereof, are trademarks and trading styles of Brigantia Partners Limited.
All rights reserved. Company No. 09498907.