



Acceptable Use Policy

1. Introduction

Exchanging email with other Internet users is generally a matter of common sense and courtesy.

"The majority" of Hosting Systems customers are able to use their own sense of what is appropriate to guide their behaviour. From time to time however, e-mail of unwelcome types (collectively known, along with other unwelcome activity, as net abuse) is sent and received.

It is not always obvious whether such e-mail is innocent, inadvertent, or intentional, however, certain activities will result in action being taken by Hosting Systems Ltd. as described in Section 7 of this document.

Hosting Systems Ltd. provides e-mail services as part of the package of Internet access services. Hosting Systems reserves the right to change this Acceptable Use Policy for services at its sole discretion and without prior notice. Any decision made by Hosting Systems in relation to this AUP and its services shall be final on all matters.

2. What Constitutes NET ABUSE?

Net abuse is an abuse of Internet facilities and not necessarily abuse on the Internet. To qualify as net abuse, an act must interfere with the net-use of an individual or group of individuals in some specific way. Net abuse also includes activities that are illegal or dishonest.

Under the terms of this AUP, net abuse includes, but is not limited to, the following:

a. Chain Letters and Pyramid-Selling Schemes

Such messages work in much the same way as their paper-based cousins. The most common example of this in e-mail is MAKE MONEY FAST. In addition to being a waste of resources, such messages are illegal in certain countries.

b. Unsolicited Commercial E-mail (UCE)

Unsolicited Commercial E-mail is advertising material received by e-mail without the recipient either requesting such information or otherwise expressing an interest in the material advertised.

Since many Internet users use a dial-up connection and pay for their online time, it costs them money to receive e-mail. Receipt of unsolicited commercial advertising therefore costs them money and is particularly unwelcome.

It should be noted that a user has not expressed an interest by the mere act of posting a news article in any particular newsgroup, unless of course they have made a specific request for information to be e-mailed to them.

c. Unsolicited Bulk E-mail (UBE)

UBE is similar to the above UCE but not attempting to sell anything. Its sole purpose is usually to annoy.

d. Forged headers and / or Addresses

Forging headers or messages means sending e-mail such that its origin appears to be another user or machine, or a non-existent machine.

It is also considered forgery to arrange for any replies to the e-mail to be sent to some other user or machine. However, in either case, if the other user or the administrators of the other machine has granted prior permission to you, then there is no problem.

e. E-mail Bombing

E-mail bombing is the sending of multiple e-mail, or one large e-mail, with the sole intent of annoying and / or seeking revenge on a fellow Internet user. It is wasteful of shared Internet resource as well as serving no value to the recipient.

Due to the time taken to download it, sending long e-mail to sites without prior agreement can amount to denial of service, or access to e-mail at the receiving site. Note that if binary attachments are added to the e-mail this may increase the size considerably. If prior arrangement has not been made, the mail will be extremely unwelcome.

f. Denial of Service Attacks

Denial of Service is any activity designed to prevent a specific host on the Internet from making full and effective use of their facilities. This includes, but is not limited to:

- E-mail bombing an address in such a way to make their Internet access impossible, difficult, or costly.
- Opening an excessive number of e-mail connections to the same host.
- Intentionally sending e-mail designed to damage the receiver's systems when interpreted; for example, sending malicious programs or viruses attached to an e-mail.
- Using a smarthost or a SMTP relay without authorisation to do so.

g. Mailing List Subscriptions

You must not subscribe anyone, other than a user on your own host, to a mail list or similar service without their permission.

h. Illegal Content

You must not send via e-mail any item that is illegal to send or possess. This includes material that is prohibited under the various Acts of Parliament dealing with material sent over a public telecommunications network, notably the telephone system. This includes but is not limited to:

- Content that contains or contains links to nudity, pornography, adult content, sex, extreme violence, or foul language
- Content that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not.
- Content that is racist, or otherwise extremely offensive to others, including content that aggravates, harasses, threatens, defames, or abuses others.
- Sites that exploit images of children under 18 years of age.
- Content that posts or discloses personal identification information or private information of individuals under the age of 13 or in connection with materials directed toward individuals under the age of 13 without verifiable parental consent.
- Content that provides, sells, or offers to sell the following: controlled substances, illegal drugs and drug contraband, alcohol, weapons, pirated materials, pornography or sexual products, programs to attack others, illegal goods, escort services, instructions on making, assembling, or obtaining illegal goods or weapons, information used to break copyright or trademark violations, to destroy others' property, or to harm any people or animals.

i. Breach of Copyright or Intellectual Property

You must not send Copyrighted material or Intellectual Property via e-mail unless you have permission to do so.

j. Postmaster E-mail

All Hosting Systems Clients are required to accept and read e-mail addressed to postmaster@<yourdomainname>. Mail addressed to postmaster must not be "bounced" or ignored.

3. System and Network

Hosting Systems Clients agree to not:

- Use any applications that may disrupt the stable operation of Hosting Systems' network and/or servers.
- Introduce malicious programs into the network or server (e.g. viruses, worms, Trojan horses, etc.).
- Attempt to breach or disrupt Internet communication. Security breaches include, but are not limited to, accessing data of which Client is not an intended recipient or logging into a server or account Customer is not expressly authorised to access.
- Execute any form of network monitoring (e.g. packet sniffer) which will intercept data not intended for Client server.
- Attempt to circumvent user authentication or security of any host, network, or account ("cracking").
- Attempt to interfere with or deny service to any user or any host (e.g. Denial of Service Attacks).
- Use of any program/script/command, or sending messages of any kind, designed to interfere with a users terminal session, via any means, locally or via the Internet.
- Attempt to create an "active" full time connection on a Company provided Dial-up account by using artificial means with software, programming, or any other method.

4. Investigation

Hosting Systems has in place a procedure for handling your complaints about material stored and / or accessed via our service. If you wish to make such a complaint, please ensure that you make your complaint by e-mail to abuse@hostingsystems.co.uk. If you do not use this facility, Hosting Systems cannot guarantee that your complaint will be dealt with promptly.

Hosting Systems reserves the right to investigate suspected violations of this AUP. When aware of possible violations, Hosting Systems may initiate an investigation, which may include gathering information from the user involved and the complaining party, if any, and examination of material on our servers. Much of this AUP reflect acts that may constitute breaches of United Kingdom legislation or regulations and may in some cases carry criminal liability.

During an investigation, we may suspend the account involved and / or remove the material involved from our servers. Such action may include temporary or permanent removal of material from our servers, the cancellation of newsgroup postings, warnings to the user responsible, and the suspension or termination of the account responsible. Hosting Systems will determine what action will be taken in response to a violation on a case-by-case basis. The Client acknowledges that Hosting Systems may be required by current or future law or regulation, including but not limited to the Regulatory of Investigatory Powers Act 2000, to access, monitor, store, take copies of, or otherwise deal with the Client's data stored on or transmitted by the Service. Without limitation, the Client expressly authorises Hosting Systems to use personal data and other account information in connection with any such investigation, including disclosure to any third party authority that is considered to possess a legitimate interest in any such investigation or its outcome. Hosting Systems reserves the right to terminate the Service with immediate effect and without further obligation or liability to the Client for any violation of this AUP as required by any law enforcement organisation or by the Courts.

5. Webspaces

The Client shall not use personal and/or corporate website for the publication and distribution of spamming software, lists of personal or corporate e-mail addresses (except where each and every addressee has given their express permission) or any personal data except where such data is in strict accordance with the Data Protection Act 1984, regulations made pursuant to the Act and subsequent legislation. The Client shall not use unsolicited e-mail messages or cause such to be used in order to draw attention to, promote or otherwise advertise its website. The Client shall not publish, hold or cause to be held or accessed via its website material that is of an illegal nature and / or contrary to the terms of Hosting Systems' standard Terms and Conditions.

6. Mailing Lists

Any mailing lists used by the Client must be "opt in" mailing lists generated for their own customers and must contain an un-subscription function that must be acted upon. Purchased mailing lists from marketing web sites must be verified as "opt" in mailing lists as proven by the Client, otherwise it will be considered a breach of this AUP.

7. Actions Hosting Systems will take if this AUP is breached:

Serious net abuse via Hosting Systems accounts will result in the following action:

First offence

The Client will be contacted and informed of the offending breach

- Information will be provided to the Client about how to rectify the situation
- If Hosting Systems cannot contact the Client and if the Client fails to contact Hosting Systems after 2 days, the offence will escalate to "second offence" status and Hosting Systems will proceed with the second offence procedure.
- If it is deemed that the Client is causing a serious breach to this AUP, Hosting Systems reserves the right to go to the Second Offence procedure immediately without prior warning.

Second offence

- The offending account will be suspended and access will not be available to the Client.
- The Client will be required to contact Hosting Systems (telephone 0870 121 1085) and provide that there will be no further breaches of the Conditions of Use and Acceptable Use Policies from the Account.
- The Client must provide in writing the steps that they have undertaken to prevent this from happening again.
- If the Client fails to contact Hosting Systems within 14 days, the account may be terminated.
- Under no circumstances will any refund be made for the period the account is suspended for breach under this AUP.
- Should it, in the sole opinion of Hosting Systems, be considered necessary, then a public announcement will be made and this will include the disclosure of the Client's identity.

Third offence

- The Client's account will be terminated immediately.
- No refund of monies paid for the account will be made.
- Should it, in the sole opinion of Hosting Systems, be considered necessary, then a public announcement will be made and this will include the disclosure of the Client's identity.

8. Definitions

See definitions as found in Section I of Hosting Systems' standard Terms and Conditions as found at www.hostingsystems.co.uk