

Hosting Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may use the hosting services we provide ("Hosting Services"). Your use of the Hosting Services means that you accept, and agree to abide by, all the policies in this acceptable use policy.

You must not allow a third party to access or use the Hosting Services. If you do so, they will also be regulated by this acceptable use policy. As such, you will monitor the use of the Hosting Services by a Third Party and you will procure that they abide by this acceptable use policy. A breach of this acceptable use policy by a Third Party will be deemed to be a breach of this acceptable use policy by you.

1. Resource usage

1.1 The Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.

1.2 The Hosting Services allow you 'unlimited' server space for normal routine "non-file-distribution" web usage. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of twenty-five (25) gigabytes (26,843,545,600 bytes) per calendar month. Non-file-distribution usage will remain unaffected by any limit imposed on downloading of video, audio or other files.

2. Prohibited uses

2.1 You may use the Hosting Services only for lawful purposes. You may not use the Hosting Services:

2.1.1 in any way that breaches any applicable local, national or international law or regulation;

2.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

2.1.3 for the purpose of harming or attempting to harm minors in any way;

2.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 5);

2.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM); or

2.1.6 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.

2.2 In your use of the Hosting Services (other than where you are using your own

dedicated server), you may not:

2.2.1 use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations;

2.2.2 run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd;

2.2.3 run any type of web spider or indexer; including (but not limited to) GoogleCash and AdSpy;

2.2.4 run any software that interfaces with an Internet Relay Chat network;

2.2.5 run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;

2.2.6 participate in any file-sharing/peer-to-peer activities;

2.2.7 run any gaming servers; or

2.2.8 run cron entries or other scheduled tasks other than by configuring them through our control panel <http://www.extendcp.co.uk>

2.2.9 give away web space under a domain

2.2.10 operate a proxy website or service.

2.2.11 As a remote file host for other websites.

2.3 You must not use the Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part; We reserve the right to delete files or directories that are not web-visible without giving notice to you.

2.4 All pages of website stored on our servers as part of the Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimise your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.

3. Reselling

3.1 You agree:

3.1.1 not to re-sell or offer for the use of third parties any part of our Hosting Services.

3.1.2 not to access without authority, interfere with, damage or disrupt:

3.1.2.1 any part of the Hosting Services;

3.1.2.2 any equipment or network used to provide the Hosting Services;

3.1.2.3 any software used in the provision of the Hosting Services; or

3.1.2.4 any equipment or network or software owned or used by any third party.

4. Interactive services

4.1 Where you use, or allow the use of, the Hosting Services to host a website on which interactive services (for example, chat rooms or bulletin boards) are provided ("interactive services"), you must ensure the use of best practice to operate those interactive services.

4.2 Notwithstanding the use of best practice in operating the interactive services, you must assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service you allowed to be hosted using the Hosting Services and use appropriate moderation in the light of those risks. However, we are under no obligation to oversee or monitor your use of the Hosting Services in relation to any interactive services you provide or allow to be provided.

5. Content standards

5.1 These content standards apply to any and all material that you allow to be hosted through the Hosting Services ("Material"), and to any interactive services associated with it.

5.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.

5.3 Material must:

5.3.1 be accurate (where they state facts);

5.3.2 be genuinely held (where they state opinions); and

5.3.3 comply with applicable law in the UK and in any country from which they are posted.

5.4 Material must not:

5.4.1 contain any material which is defamatory of any person;

5.4.2 contain any material which is obscene, offensive, hateful or inflammatory;

5.4.3 contain any material that is pornographic;

5.4.4 promote violence;

- 5.4.5** promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 5.4.6** infringe any copyright, database right or trade mark of any other person;
- 5.4.7** be likely to deceive any person;
- 5.4.8** be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 5.4.9** promote any illegal activity;
- 5.4.10** be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 5.4.11** be likely to harass, upset, embarrass, alarm or annoy any other person;
- 5.4.12** be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 5.4.13** give the impression that they emanate from us, if this is not the case; or
- 5.4.14** advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

6. Suspension and termination

- 6.1** We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Hosting Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 6.2** Failure to comply with this acceptable use policy constitutes a material breach of the our terms and conditions, upon which you are permitted to use the Hosting Services, and may result in our taking all or any of the following actions:
 - 6.2.1** immediate, temporary or permanent withdrawal of your right to use the Hosting Services;
 - 6.2.2** immediate, temporary or permanent removal of any Material (as defined in paragraph 5.1) uploaded to our servers;
 - 6.2.3** issue of a warning to you;
 - 6.2.4** issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 6.2.5** further legal action against you; or

6.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

7. Changes to the acceptable use policy

7.1 We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you.