

HOSTS-UN LIMITED: ACCEPTABLE USE POLICY

The Hosts-Un Limited Acceptable Use Policy (“AUP”) is as defined in the Master Terms and forms part of the Agreement.

It has been formulated with the following goals in mind:

- to give our customers a better understanding of what is and what is not acceptable when using Hosts-Un Limited’s Services.
- to ensure security, reliability and integrity of Hosts-Un Limited's systems and network, the systems and networks of Hosts-Un Limited's customers and the networks and systems of others.
- to avoid situations that may cause Hosts-Un Limited to incur civil liability and to comply with legal requirements concerning the use and/or misuse of a public communication system as defined by the Telecommunications Act.
- to maintain the image and reputation of Hosts-Un Limited as a responsible provider.
- to preserve the value of Internet resources as a conduit for free expression.
- to encourage the responsible use of net resources, discouraging practices which degrade the usability of network resources and thus the value of Internet services.
- to preserve the privacy and security of individual users.

The AUP below defines the actions which Hosts-Un Limited considers to be abusive and unacceptable, and thus, strictly prohibited. The examples named in this list are non-exclusive and are provided solely for guidance to Hosts-Un Limited customers. If you are unsure whether any contemplated use or action is permitted, please contact our support team and we will assist you.

We reserve the right to amend, modify or substitute this AUP from time to time. The continued use of the Services provided by Hosts-Un Limited signifies that the Customer agrees to be bound by this AUP and by any amendments to it.

General

1. Customers are prohibited from transmitting on or through any of the Hosts-Un Limited services, any material that is, in Hosts-Un Limited's sole discretion, unlawful, obscene, threatening, abusive, libellous, hateful, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any Applicable Law.
2. Hosts-Un Limited services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Applicable Laws is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret or infringement of other Intellectual Property Rights of others or the privacy, publicity or personal rights of others. Hosts-Un Limited reserves the right to remove such illegal material from its servers.
3. Customers are prohibited from overwhelming our infrastructure by imposing an unreasonably large load on our systems, such as by:
 - using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser.
 - using our infrastructure for high volume services such as gaming, gambling, crypto currency mining or any other service that consumes excessive network resources.
 - going far beyond the use parameters for any given service as described in its corresponding documentation.

consuming an unreasonable amount of storage for particular services in a way that is unrelated to the purposes for which the services were provisioned.

4. Customers are responsible for keeping their billing data with Hosts-Un Limited up-to-date and accurate. Furnishing false data upon signup, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
5. Customers are responsible for keeping their service contact data with Hosts-Un Limited up-to-date and accurate. Any reduction in service, security threat or security breach brought about directly or indirectly from incorrect or old contact information is the responsibility of the Customer.
6. The resale of Hosts-Un Limited products and services is not permitted, unless specifically authorised and documented in a written agreement.
7. Hosts-Un Limited reserves the right to restrict support access to the Customer where it is deemed to be in excess of the Supplier average support requests for similar Customer contracts. In all cases relating to this matter Hosts-Un Limited will first engage with the Customer to discuss an appropriate reconfiguration or contracting of new services being provided to match that required by the Customer.
8. You must protect the confidentiality of your password, and you should change your password regularly. If you have forgotten a password used for your Hosts-Un Limited services then contact our support team.
9. Customers are responsible for violations of this AUP by anyone using their services with the Customer's permission or on an unauthorised basis as a result of the Customer's failure to use reasonable security precautions.

Messaging Systems

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email. Any intended recipients must have given their consent to receive email by some affirmative means.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Users of mailing lists must monitor non-deliveries and cleanse their lists accordingly.
4. Malicious email of any type is prohibited.
5. Forging of header information in any deceitful manner or obscuring the source of an email is not permitted.
6. Hosts-Un Limited accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this AUP or the Acceptable Use Policy of that other provider.
7. Customers must post an email address for complaints in a conspicuous place on any website associated with the email and must promptly respond to messages sent to that address.

Systems and Applications

1. Customers may not attempt to circumvent user authentication or security of any host, or related user accounts. This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the customer is not expressly authorised to access, probing the security of systems or running scanning tools.

2. Customers may not attempt to interfere with service to any user or host. This includes, but is not limited to deliberate attempts to overload a service, and attempts to make a host unresponsive.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Users who violate system or application security may incur criminal or civil liability. Hosts-Un Limited will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Hosts-Un Limited reserves the right to run security scanning agents and test mail and web infrastructure connected to the Hosts-Un Limited network for the sole purpose of ensuring system integrity.
6. Customers must not attempt to probe, scan, penetrate or test the vulnerability of Hosts-Un Limited systems and applications, or to breach or attempt to breach the Hosts-Un Limited security or authentication measures, whether by passive or intrusive techniques without prior written agreement from Hosts-Un Limited.
7. Customers must use best efforts to secure any device or network within the Customer's control against being used in breach of the Applicable Laws against spam and unsolicited mail, including where appropriate by the installation of anti-virus software, firewall software, and operating and application software patches and updates.

Network Security

1. Customers may not attempt to circumvent user authentication or the security of any network. This includes, but is not limited to, accessing data not intended for the Customer, probing the security of other networks or running scanning tools.
2. Customers may not attempt to interfere with service to any network. This includes, but is not limited to deliberate attempts to overload a service.
3. Customers must not use the Hosts-Un Limited network to transmit, distribute or store material that contains a virus, worm, Trojan horse or other harmful component.
4. Users who violate network security may incur criminal or civil liability. Hosts-Un Limited will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Hosts-Un Limited reserves the right to run security scanning agents and test mail and web infrastructure connected to the Hosts-Un Limited network for the sole purpose of ensuring network integrity.
6. Customers must not attempt to probe, scan, penetrate or test the vulnerability of a Hosts-Un Limited network, or to breach or attempt to breach the Hosts-Un Limited security or authentication measures, whether by passive or intrusive techniques without prior written agreement from Hosts-Un Limited.
7. Customers must use best efforts to secure any device or network within the Customer's control against being used in breach of the Applicable Laws against spam and unsolicited mail, including where appropriate by the installation of anti-virus software, firewall software, and operating and application software patches and updates.

Broadband services

1. Hosts-Un Limited broadband (ADSL) services are intended for use to provide unlimited, moderate

usage, high speed internet access for an individual, small or home office user in the case of single ADSL, and a multi-user office up to typically 15 people, with perhaps heavier usage requirements in the case of business ADSL.

2. Given the asymmetric nature of broadband ADSL services, they are not intended for the provision of hosting of applications, data or services to the wider Internet. Hosts-Un Limited broadband is specifically aimed at the provision of Internet access. Any Hosts-Un Limited customer wishing to run services or applications, should speak to their account manager about our application hosting, data centre co-location, or EFM and WAN (leased line, metro ethernet or MPLS) services.
3. Use of a contended network or services (as the broadband network is) relies upon reasonable usage by all subscribers to that service. If there is heavy, excessive or inappropriate usage by a small number of subscribers, then it is possible that network performance for the majority may deteriorate. As such Hosts-Un Limited will monitor and manage traffic levels to ensure that bandwidth is being consumed in line with what is generally considered a "reasonable usage" pattern. Hosts-Un Limited will base this upon current "best internet industry practice" and draw on the collective experience of other similar business-class service providers across the UK internet community.
4. Any broadband Customer who transfers more than their contracted limit in total during a calendar month (the total of uploaded and downloaded materials) may be contacted by their account manager to discuss whether their broadband service is still appropriate for their usage requirements. Options include upgrading to a more appropriate service type or moving in an orderly fashion to another broadband provider.
5. During any discussion regarding the bandwidth usage and requirements of a broadband service, Hosts-Un Limited reserves the right to consider rate limiting the broadband service in order to protect other users on the network from unreasonable usage patterns.

Colocation Services

Customers must not attempt to probe, scan, penetrate or test the vulnerability of Hosts-Un Limited sites and physical security controls, or to breach or attempt to breach any Hosts-Un Limited security or authentication measures, whether by passive or intrusive techniques without prior written agreement from Hosts-Un Limited.

Cloud and Managed Hosting Services

1. Hosts-Un Limited needs to ensure that the provision of our Cloud and Managed Hosting Services is not monopolised by a small subset of Customers.
2. We monitor our Cloud and Managed Hosting Services and technical usage in order to prevent improper or abnormal use of the Services. We give due consideration to elements such as support, storage, traffic and compute – this includes, for example, file storage, database size, the amount of internal and external network traffic and the amount of and length of database requests.
3. When we detect something out of the ordinary in your usage of the Services, we will contact you to discuss the situation and potential alternatives. In certain cases, we may be required to limit your usage of the Services (e.g. limit your access to support, available storage, bandwidth, database usage or any other usage of the Services). By way of example, we may decide to restrict support access to a particular Customer where the Customer's usage is deemed by us to be in excess of the average of all support requests for similar customer contracts; in all such cases, Hosts-Un Limited will firstly engage with the Customer to discuss an appropriate reconfiguration. Hosts-Un Limited

reserves the right to suspend Customer compute workloads if they contain material which is offensive or is deemed unacceptable by Hosts-Un Limited and such other organisations including ISOC, NHTCU, SOCA or Scotland Yard.

4. Customers must not attempt to seek physical access for virtualised or wholly managed services without first obtaining Hosts-Un Limited's prior consent.

AUP Breach Investigations

1. We have in place a procedure for handling 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 email to our support team. If you do not use this facility we cannot guarantee that your complaint will be dealt with promptly.
2. Hosts-Un Limited reserves the right to investigate suspected violations of the AUP. When we become aware of possible violations, we 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 the AUP reflects acts that may constitute breaches of Applicable Law and may in some cases carry criminal liability. It is our policy to assist police and law enforcement bodies in any practicable way when required by Applicable Law.
3. 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. We will determine what action will be taken in response to a violation on a case-by-case basis.
4. The Customer acknowledges that Hosts-Un Limited may be required by current or future law or regulation to access, monitor, store, take copies of, or otherwise deal with the Customer's data stored on or transmitted by the Service. Without limitation, you, the Customer, expressly authorise us to use your personal data and other account information in connection with any such investigation, including by disclosing it to any third party authority that we consider has a legitimate interest in any such investigation or its outcome.
5. Hosts-Un Limited reserves the right to suspend or terminate the Service with immediate effect and without further obligation or liability to the Customer as required by any law enforcement organization.

Disclaimer

Hosts-Un Limited do not have any contractual responsibility to monitor any customer activity and we hereby disclaim any responsibility for any misuse of our network. If you have further questions or need help with any part of your Hosts-Un Limited service, please contact our support team.