



## **UK Dedicated Servers Limited**

### **Acceptable Use Policy**

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UK Dedicated Servers Limited Acceptable Use Policy (AUP) is designed to provide a clear understanding of the regulations concerning the use of UK Dedicated Servers Limited services. From time to time UK Dedicated Servers Limited may impose reasonable rules and regulations regarding the use of its services.

By registering for and using the services, and thereby accepting the terms and conditions of the Terms of Service Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as UK Dedicated Servers Limited deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

### **Customer Responsibilities**

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is solely responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labour used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at £50 per hour.

System and Network Security Violations of system or network security are prohibited, and may result in criminal and civil liability. UK Dedicated Servers Limited may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorised monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
- High-risk services, which are services which tend to attract denial of service attacks, are strictly prohibited. This includes, but is not limited to, IRC related services and selling of shell accounts.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by UK Dedicated Servers Limited. Such labour is categorized as emergency security breach recovery and is currently charged at £50 per hour required. Inquiries regarding security matters may be directed to <http://abuse.ukservers.com>

UK Dedicated Servers Limited is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, UK Dedicated Servers Limited urges its customers to assume that all of their online communications are insecure. UK Dedicated Servers Limited cannot take responsibility for the security of information transmitted over UK Dedicated Servers Limited's facilities.

### **Password Protection**

The customer is responsible for protecting customer's password and for any authorized or unauthorized use made of customer's password. The customer will not use or permit anyone to use UK Dedicated Servers Limited's service to guess passwords or to access other systems or networks without authorisation. UK Dedicated Servers Limited will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

### **Contact Information**

Customers are responsible for maintaining their contact information in the ticketing system such that the email address is always reachable even in the event of their UK Dedicated Servers Limited servers being shut down.

### **Internet Etiquette**

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which UK Dedicated Servers Limited may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against UK Dedicated Servers Limited by offended users. UK Dedicated Servers Limited reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

### **Copyright Infringement - Software Piracy Policy**

The UK Dedicated Servers Limited network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of the laws of the United Kingdom, or by the common law, is prohibited. This includes, but is not limited to; material protected by copyright, trademark, trade secret, or other intellectual property rights. If you copy, distribute or install software in ways that the license does not allow, you are violating the law.

### **Network Responsibility**

Customers have a responsibility to use the UK Dedicated Servers Limited network responsibly which includes, but is not limited to, respecting the other customers of UK Dedicated Servers Limited. UK Dedicated Servers Limited reserves the right to suspend and or cancel service with any Customer who uses the UK Dedicated Servers Limited network in such a way that adversely affects other UK Dedicated Servers Limited customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorized access to servers and services that belong to UK Dedicated Servers Limited or its customers (i.e. computer hacking).
- Participating in behaviour which results in reprisals that adversely affect the UK Dedicated Servers Limited's network or other customers' access to the UK Dedicated Servers Limited's network.

UK Dedicated Servers Limited will react strongly to any use or attempted use of an Internet account or computer without the owner's authorisation. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, and security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a UK Dedicated Servers Limited customer, whether or not the attacked account or computer belongs to UK Dedicated Servers Limited, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of UK Dedicated Servers Limited is strictly prohibited.

### **Lawful Purpose**

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to:

- Copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.
- Using any UK Dedicated Servers Limited service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.
- Any conduct that constitutes harassment, fraud, stalking, abuse is prohibited.
- Using the UK Dedicated Servers Limited's network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within UK Dedicated Servers Limited network are open to the public. You are solely responsible for your usage of the UK Dedicated Servers Limited's network and servers and any statement you make on servers hosted within the UK Dedicated Servers Limited's network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

### **Adult Content on the Internet**

UK Dedicated Servers Limited will provide notification and will inform any customers in writing of improper materials on our servers. UK Dedicated Servers Limited reserves the right to disconnect any customers immediately. Legal adult content is permitted on the network.

### **Commercial Advertisements with E-mail**

UK Dedicated Servers Limited takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply, this means that customers of UK Dedicated Servers Limited may not use or permit others to use our network to transact in UCE. Customers of UK Dedicated Servers Limited may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Sending a message, especially an advertisement, to more than five recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This includes commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message. Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in.

Customers of UK Dedicated Servers Limited are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our customers, if they are resellers, are ultimately responsible for the actions of their clients over the UK Dedicated Servers Limited network, it is advisable that customers develop a similar, or stricter, policy for their clients.

Violation of UK Dedicated Servers Limited SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, UK Dedicated Servers Limited will initiate an immediate investigation (within 48 hours of notification). During the investigation, UK Dedicated Servers Limited may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, UK Dedicated Servers Limited may, at its sole discretion, restrict, suspend or terminate the customer's account. Further, UK Dedicated Servers Limited reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. UK Dedicated Servers Limited will notify law enforcement officials if the violation is believed to be a criminal offense.

#### **When Visiting the Datacentre:**

- All clients must provide a list of names of all possible attendees.
- All named contacts must allow a photograph to be taken for security purposes.
- All named contacts must have a valid UK Dedicated Servers Limited access ticket ID with them.
- Any clients wishing to send an engineer who is not on the list of named contacts must arrange this with UK Dedicated Servers Limited 24 hours in advance.
- Any attendees who wish to bring a third party must arrange the visit with UK Dedicated Servers Limited 24 hours in advance.
- Any attendees accompanied by a third party must escort the third party in all areas.
- Any attendees other than named contacts must sign the visitors book whenever entering or leaving the datacentre.
- Clients may not engage in any illegal activity whilst attending the datacentre facilities. No noxious substances, guns, ammunition or any other offensive weapons may be brought onto the premises.

#### **Physical Use of the Datacentre:**

- No packaging of any type is allowed to be left in the datacentre.
- Clients must not take any food or drink into the datacentre.
- No liquids are allowed into the datacentre.
- Public walkways must not be obstructed at any time.
- Maintenance must be carried out in client's own areas or in the Datacentre's workbench area.
- Clients must not touch, tamper or interfere in any way with equipment that is not their own.
- Clients must not engage in any activity which may cause any problems or disruption to other clients.
- All supplied cables for deployment within the datacentre must be low smoke.
- Clients must not remove tamper or lift floor tiles unless UK Dedicated Servers Limited - has granted prior permission.
- Customers must not leave equipment outside of their colocation space.

#### **Datacentre Circuit Installations, Deliveries, Storage and Deployment**

- Clients must notify UK Dedicated Servers Limited of any intended installation of any circuits of any type at least 24 hours in advance to [support@ukservers.com](mailto:support@ukservers.com).

- Any third parties attempting to gain access to the datacentre in order to survey or install a circuit will be turned away if the visit has not been arranged previously with UK Dedicated Servers Limited as above.
- Clients must notify UK Dedicated Servers Limited of the intended installation of any non UK Dedicated Servers Limited approved power supplies of any kind in advance.
- Clients must notify UK Dedicated Servers Limited of any deliveries at least 24 hours in advance by fax or email to [support@ukservers.com](mailto:support@ukservers.com).
- Any unscheduled deliveries or items of a delivery which have not been previously identified to UK Dedicated Servers Limited or the datacentre will not be accepted.
- Details of quantity and type of items being delivered must be given for any delivery.
- All deliveries must be clearly marked with details of contents and the name of the client they are for.
- UK Dedicated Servers Limited or the datacentre reserves the right to open and inspect any delivery for security purposes.
- All deliveries will be stored free for a maximum of fourteen days in our secure storage area, after which they must be deployed to the client's area in the datacentre. Ongoing storage after this period will be charged at a cost of £10 GBP/Week.
- Clients must arrange any other requirements with UK Dedicated Servers Limited in advance.

#### **Use of Engineers Workbench Area**

- Clients must not touch any equipment which does not belong to them.
  - Clients are responsible for ensuring that the work area is left in the same condition as which they found it.

#### **General**

- Clients may not use our hosting service for any illegal purposes.
- Clients are responsible for all content, activities and operation of any equipment located within the datacentre premises.
- Failure to adhere to the AUP may result in disconnection of power and/or removal of equipment from the datacentre.
- UK Dedicated Servers Limited will not be held liable for any losses incurred should equipment be removed/disconnected owing to a breach of the AUP.
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UK Dedicated Servers Limited's decision in all matters pertaining to the AUP will be final.

#### **Suspension**

UK Dedicated Servers Limited reserves the right to suspend network access to any customer if, in the judgment of the UK Dedicated Servers Limited's network administrators, the customer's server is the source or target of the violation of any of the other terms of the AUPs or for any other reason which UK Dedicated Servers Limited reasonably chooses, including but not limited to nonpayment. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended. The customer's account with UK Dedicated Servers Limited will, however, be credited on a prorated basis for the time the Customer's machines were suspended, based on the monthly fees the Customer pays for the servers that are suspended.

**Cancellation**

UK Dedicated Servers Limited reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation are non-refundable if UK Dedicated Servers Limited institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.). UK Dedicated Servers Limited requires all customers to provide three days' notice of any cancellations.

**Indemnification**

The customer acknowledges its indemnification obligations under the UK Dedicated Servers Limited's Terms of Service. Violations of this AUP may result in significant civil and criminal liability of the customer.

**Disclaimer of Responsibility**

UK Dedicated Servers Limited is under no duty to look at each customer's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. UK Dedicated Servers Limited disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.