

# **Datasouth UK Limited Acceptable Use Policy**

## **1. Introduction**

Datasouth has created this Acceptable Use Policy (AUP) for hosting customers to protect our resources, and the resources of our customers and peering networks in order to provide a high speed network, high availability services and to ensure that Datasouth comply with all relevant UK laws. This AUP must be read in conjunction with our Terms and Conditions.

It is the responsibility of all customers of the Datasouth network and services to ensure that they comply with the latest edition of the AUP at any given time.

This AUP may be revised, without notice, at any time, at the sole discretion of Datasouth. Completion of the relevant application form, or connection to the service for the first time, is deemed to be an agreement to our Terms and Conditions and this AUP.

In the event of a breach of this policy, Datasouth reserve the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

If you have any questions about any of our policies, please contact the Customer Service Team.

## **2. Compliance with UK Law**

It is an offence under UK law to transmit, receive or store certain types of files.

Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts including but not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. Customers are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. Datasouth will co-operate with any agency or rights holder wishing to assert their rights in these matters and Datasouth reserve the right to withdraw service under such circumstances.

The Data Protection Act 1998 imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties constitutes a criminal offence. Customers who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

Under the Electronic Commerce (EC Directive) Regulations 2002, Datasouth is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

## **3. Compliance with Foreign Law**

The Internet is global in reach. Consequently it is possible for anyone using the internet to break the laws of foreign countries. Customers are therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

## **4. Warranties & Disclaimers**

Our service warranties and the extent of our liability are explained fully in our Terms and Conditions.

By connecting to the Datasouth network, Customers agree to hold Datasouth harmless in the event of any legal claim regarding our services.

## **5. Irresponsible Usage**

Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. Datasouth deem irresponsible use of the services to include, but not be limited to, sending unsolicited e-mail ("spamming"), attempting to breach the security of a 3rd party machine, and flooding Usenet by placing a single post in a large number of newsgroups.

In the event that a customer's services are used for any purpose that Datasouth deem irresponsible then Datasouth reserve the right to suspend service while the usage is investigated in consultation with the customer. Should investigation determine that the service has been used irresponsibly, Datasouth reserves the right to terminate the customer's account with immediate effect. Wherever possible the customer will be notified in advance of any termination.

## **6. Security & Privacy**

Login names and passwords must be kept secret and not be communicated to any third party. Datasouth must be notified immediately if they are compromised. If a customer forgets or loses their password, they will need to contact support to have it changed.

If Datasouth find malicious traffic emanating from a customer's server, Datasouth have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. Datasouth understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Datasouth will work with the customer to resolve the issue as efficiently as possible to restore normal service.

## **7. E-mail**

Customers may not use Datasouth services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). Datasouth will block the mail services of any customer found to be sending such mail.

Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

Datasouth reserve the right to remove any mail older than 60 days from shared mail servers. It is the customer's responsibility to ensure that mail is regularly collected and removed from Datasouth's POP3 server. Datasouth strongly advises against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Datasouth reserves the right to remove older mails from the mailbox to reduce its size.

## **8. Hosting (General)**

By uploading to an Datasouth server, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

The customer will be responsible for the content on their server, including obtaining the legal permission for any works they include and ensuring that the content on the server does not violate UK law. Datasouth reserve the right, without notice or explanation, to remove from the network a server which does not comply with this AUP or our Terms and Conditions, such as one storing material of an adult nature or pirated software.

Datasouth reserve the right to remove a server from the network, if it is deemed to be causing excessive load or traffic, is adversely affecting the performance of other servers on the network, or is being abused by an external entity.

The customer agrees not to advertise their Web site via unsolicited commercial e-mail. Datasouth reserve the right to suspend a site which has been 'spamadvertised' at any time.

Datasouth reserve the right to suspend any or all of the service at any time, without prior notice, explanation, or recompense.

Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their dedicated server. Datasouth reserve the right to remove from the network any server containing such material. Customers must be careful when using peer to peer networking software to ensure that they do not download or transfer material which they do not have the right to download or transfer.

Login names and passwords must be kept secret and not communicated to any third party. Datasouth must be notified immediately if they are compromised. If someone were to gain access to a customer's account password, they could tamper with files held on the customer's server.

The customer is ultimately responsible for ensuring that their site is suitably backed-up. Datasouth will keep backups of the web site database and files uploaded through the administration facility to a maximum of 10GB. Datasouth will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

If the customer maintains their own DNS or via a third party, it may occasionally be necessary for Datasouth to request a change in IP address for the Web and/or e-mail services supplied by Datasouth to ensure optimal performance of servers. Datasouth may for the purpose of a DNS change temporarily withdraw service of interactive features such as but not limited to site administration, e-commerce and discussion forum.

If the account is suspended for any reason, such as non-payment, access to the server may be suspended.

On closing an account, the relevant data on this Web space will be deleted.

### **8.1 Hosting (Shared)**

Datasouth impose a 10GB per calendar month quota for data transfer on shared servers. If a customer is using an excessively high volume of bandwidth for data transfer Datasouth reserve the right to revert to its terms and conditions and impose a charge for high usage. We ask customers who intend to use high volumes of bandwidth for data transfer to first discuss their requirement with their dedicated Account Manager.

### **8.2 Hosting (Dedicated)**

Datasouth imposes a 100GB per calendar month quota for data transfer on dedicated servers. If a customer is using an excessively high volume of bandwidth for data transfer Datasouth reserve the right to revert to its terms and conditions and impose a charge for high usage. We ask customers who intend to use high volumes of bandwidth for data transfer to first discuss their requirement with their dedicated Account Manager.

## **9. Attempted security breaches**

Any attempt to breach the security of any machine is forbidden. Attempting to do so will result in immediate account termination and possible further legal action. Users may not run any programme except those supplied by Datasouth.

It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990 or any other relevant criminal legislation.

Attempts to circumvent copy protection technology and encryption are also likely to be illegal under the Copyright Designs and Patents Act 1988 (as amended).

## **10. Non-Specific**

Customers may not mount an attack, by whatever means, against our system, or any other systems. Customers may not run unauthorised mailing lists from or through any of our machines or mail servers.

When using a quota-based service, it is the customer's responsibility to remain within their usage quota. Datasouth reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.