



Business Class Internet

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Best of Breed, Innovative Solutions.

Acceptable Use Policy

Version 1.0

Acceptable Use Policy

Secura Hosting Ltd Acceptable Use Policy ("AUP") explains the rules, regulations and restrictions in the use of the services supplied (collectively, the "Services") as described in the Order Form(s) submitted by you and accepted by Secura Hosting Ltd. All users of Secura Hosting Ltd Services including those who access our Services but do not have accounts, together with those who pay for our Services and have accounts, must comply with this AUP and the Secura Hosting Ltd Master Service Agreement (MSA).

Secura Hosting Ltd reserves the right to change the AUP at any time to impose reasonable rules and regulations relating to the use of its Services. Any changes are effective from the time of posting such revisions on the Secura Hosting Ltd web site. Your continued use of the Services following Secura Hosting Ltd posting of any such changes to the AUP constitutes your acceptance of the changes and shall not be grounds for early contract termination or non-payment. If you do not agree to the terms of any change, do not continue to use the services and immediately notify the Secura Hosting Ltd accounts department – accounts@securahosting.com

Registering for and using the Services supplied by Secura Hosting Ltd, constitutes acceptance and agreement to the Secura Hosting Ltd AUP and Secura Hosting Ltd Terms and Conditions.

GUIDELINES

- You shall remain solely liable and responsible for your use of the Services and any and all content that you display, upload, download or transmit through the use of the Services, "content" refers, without limitation, to all forms of communication including graphics (photographs, illustrations, images, drawings, logos), executable programs, video recordings, audio recordings, e-mail, web pages, personal home pages, and domain names. Any unlisted action may also be a violation of the AUP if it is an illegal, irresponsible, or disruptive use of the Internet.
- In accordance with our Terms and Conditions, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Secura Hosting Ltd may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil offence. In the event that we are unable to access the content in order to remove it we may (permanently or temporarily) disconnect the server from the network.
- In the event that a Secura Hosting Ltd server is used to violate the AUP or our Terms and Conditions, we reserve the right to immediately terminate or suspend use of the Services you receive from Secura Hosting Ltd. We prefer to advise our clients of inappropriate behaviour and any necessary corrective action, however flagrant or repeat violations of the Acceptable Use Policy will result in immediate termination of Service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time. No credits will be issued for any interruption in Service resulting from AUP or Terms and Conditions violations. Secura Hosting Ltd reserves the right to refuse Service to anyone at any time whatsoever.
- Any questions regarding this AUP should be sent to abuse@securahosting.com

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1. VIOLATIONS AND RESPONSIBILITIES

The following constitutes violations of this AUP, together with your responsibilities in use of the services supplied to you by Secura Hosting Ltd.

1.1 Illegal Use

Secura Hosting Ltd services may not be used for illegal purposes, or in support of illegal activities. Any conduct that constitutes harassment, fraud, stalking or abuse in connection with use of Secura Hosting Ltd services or products is prohibited. Secura Hosting Ltd reserves the right to cooperate with legal authorities and/or third parties in the investigation of any suspected crime or civil offence. Using the Secura Hosting Ltd 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.

You are solely responsible for your usage of the Secura Hosting Ltd network and servers and any statement you make on servers hosted within the Secura Hosting Ltd network may be deemed "publication" of the information entered. In acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libellous.

1.2 Adult Content

Pornographic content is absolutely forbidden. Secura Hosting Ltd will provide you with e-mail and written notification of any improper materials found on our servers. Secura Hosting Ltd however, reserves the right to disconnect any customers immediately.

1.3 Child Pornography

The Secura Hosting Ltd policy on child pornography is zero tolerance. Secura Hosting Ltd will fully cooperate with any criminal investigation into your violation of the Child Protection Act of 1984 concerning child pornography. You are ultimately responsible for the actions of your clients over the Secura Hosting Ltd network, and will be liable for illegal material posted by your clients. In the event child pornography as outlined within the Child Protection Act, includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

If child pornography or suspected child pornography is found to be on a server by a member of the Secura Hosting Ltd staff or is reported to us by a member of the public, Secura Hosting Ltd will immediately report the fact to the Police or any other relevant Law Enforcement authority. Secura Hosting Ltd will remove the server from the network as soon as it is possible for us to do so and will co-operate with the Police as fully as possible.

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1.4 SPAM and Unsolicited Commercial Email (UCE)

Secura Hosting Ltd takes a zero tolerance approach to the sending of UCE or SPAM over our network. This means that you may not use or permit others to use the Secura Hosting Ltd network to transact in UCE. You 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.

Anyone hosting websites or Services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from the Secura Hosting Ltd network. The server will not be reconnected until such time that you agree to remove any and all traces of the offending material immediately upon reconnection and agree to allow Secura Hosting Ltd access to the server to confirm that all material has been completely removed. Severe violations may result in immediate and permanent removal of the server from the Secura Hosting Ltd network without notice. Any server guilty of a second violation will be immediately and permanently removed from the Secura Hosting Ltd network without notice.

As you are ultimately responsible for the actions of your clients over the Secura Hosting Ltd network, it is advisable that you develop a similar, or stricter, policy for your clients.

Furthermore, penalties and such, for violation of our spam policies will from time to time be published within the Terms and Conditions.

1.5 Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right Infringement

Use of the Secura Hosting Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software is strictly forbidden.

1.6 IP Address Overlap

Use of IP addresses that were not assigned to you by Secura Hosting Ltd staff is expressly forbidden. Any server found to be using IP addresses which were not officially assigned, will be suspended from network access until such time as the IP addresses overlap can be corrected.

1.7 IRC (Internet Relay Chat)

Use of IRC on the Secura Hosting Ltd network is expressly prohibited, including but not limited to, the use of IRC clients, server software, bots or anything related to IRC. Violations of this type will result in the immediate suspension of the offending server.

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1.8 Inappropriate Use of Software

Use of software or any device that would facilitate a continued connection, e.g. pinging, while using Secura Hosting Ltd services could result in a suspension service.

1.9 Distribution of Viruses

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Any such offence will result in the immediate termination of the offending account.

1.10 Network and System Security

You are solely responsible for any misuse of your server, even if a friend, family member, guest or employee commits inappropriate activity. You must therefore take steps to ensure that others do not gain unauthorized access to your server. You are responsible for protecting your password/s and for any authorized or unauthorized use made through your password/s. You will not use or permit anyone to use Secura Hosting Ltd service to guess passwords or to access other systems or networks without authorization. In addition, you may not use your server to breach security of another server or attempt to gain unauthorized access to another network or server.

In the event that your 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. You are solely responsible for all costs incurred to rectify all damage done to any Secura Hosting Ltd server and any other requirement affected by the security breach. All cost incurred for professional services used in the rectifying of any such damage is categorized as emergency security breach recovery and is charged at £150 GBP per hour.

Violations of network and system security are strictly prohibited and may result in criminal and civil liability. Secura Hosting Ltd 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:

- a. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- b. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- c. Attempting to interfere with the Service to any user, host or network, including, without limitation, via any means of overloading.

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- d. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- e. High-risk services that tend to attract denial of service attacks are strictly prohibited, including but not limited to, IRC related services and selling of shell accounts.
- f. Taking any action in order to obtain services to which such User is not entitled.

Violators of the policy are responsible, without limitations, for the cost of professional services used to clean up and correct any damage to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Secura Hosting Ltd. All cost incurred for professional services used in the rectifying of any such damage is categorized as emergency security breach recovery and is charged at £150 GBP per hour.

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. Secura Hosting Ltd urges its customers to assume that all of their online communications are insecure and cannot take responsibility for the security of information transmitted over Secura Hosting Ltd facilities.

1.11 Network and System Performance

As all Secura Hosting Ltd accounts operate on shared resources, excessive use or abuse of such shared network resources by any one server, account or user may have a negative impact on all other accounts. Any misuse of network resources conducted in a manner that impairs network performance is prohibited and may result in termination of your account.

1.12 Contact Information

You are responsible for maintaining up to date contact information with Secura Hosting Ltd including an email address that is always reachable even in the event of your server(s) at Secura Hosting being shut down. Secura Hosting Ltd will not accept signups from customers using free email accounts, such as those from Hotmail or Yahoo, where those customers primary point of contact is a free web based email account. It is therefore highly recommended that you do not change your email address to one of the free providers. Secura Hosting Ltd reserves the right to suspend or terminate services to customers who use free web based email accounts for their contact information.

1.13 Third Party Accountability

You will be held responsible and accountable for any activity by third parties using your account that violates guidelines created within the Acceptable Use Policy.

1.24 Anonymous FTP

It is forbidden to run anonymous FTP sites on any Secura Hosting Ltd server.

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2. VIOLATION PROCEDURES

2.1 Notification of Violation

In the event that Secura Hosting Ltd determines that you have violated any element of the AUP, you will receive an email warning of the violation. The Service may be subject at Secura Hosting Ltd discretion to a temporary suspension pending your agreement in writing to refrain from any further violations. In cases where Secura Hosting Ltd determines that you have committed a second violation of any element of the AUP, you shall be subject to immediate suspension or termination of service without further notice. We reserve the right to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or any parties network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

2.2 Reporting of Violation

Secura Hosting Ltd requests that anyone who suspects that there has been a violation of this AUP to direct all relevant information to the Abuse Department at abuse@securahosting.com

In the event of a violation or suspected violation, please provide the following information if available:

- IP address used to commit the alleged violation
- Date and time of the alleged violation
- Evidence of the alleged violation

An e-mail with full header information will provide all of the above as will system log files, other infringements such as site content will require alternative methods for providing the information. Any appropriate action taken by Secura Hosting Ltd will be determined by the severity of the alleged violation, where possible Secura Hosting Ltd will inform the complainant of any action taken, but reserve the right not to do so.

2.3 Suspension or Cancellation of Service

Secura Hosting Ltd reserves the right to suspend or cancel your network access if in the judgment of the Secura Hosting Ltd network administrators your server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Secura Hosting Ltd chooses. If inappropriate activity is detected, all your accounts in question will be deactivated until an investigation is complete. Providing you with prior notification is not assured. In extreme cases, law enforcement will be contacted regarding the activity. You will not be credited for the time your servers were suspended.

Secura Hosting Ltd reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Secura Hosting Ltd must adhere to the

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above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. As you will be held responsible for the actions of your clients as outlined with this AUP, it is in your best interest to implement similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

3. INDEMNIFICATION AND DISCLAIMED WARRANTIES

3.1 Indemnification

In agreeing to the Secura Hosting Ltd AUP and Terms and Conditions, you agree to indemnify, defend and hold harmless Secura Hosting Ltd, its employees, directors, partners, representatives and affiliates, for any violation by you or your clients of the Secura Hosting Ltd AUP or Terms and Conditions that results either in loss to Secura Hosting Ltd or the bringing of any claim against Secura Hosting Ltd by any third-party. An example would be if Secura Hosting Ltd were sued because of your or your customer's activity related to the Services, you would pay any damages awarded against Secura Hosting Ltd, its employees, directors, partners, representatives and affiliates, plus all costs and legal fees.

3.2 Disclaimed Warranties

Secura Hosting Ltd are under no obligation to monitor your or any other user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities. Secura Hosting Ltd 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. Indirect or attempted violations of the AUP and actual or attempted violations by a third party on your behalf shall be considered violations of these AUP by you.

4. SURVIVAL OF AGREEMENT

4.1 Survival of Agreement

All provisions of this AUP relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of this Agreement.