

# Warp9 Web Hosting Acceptable Use Policy

This Acceptable Use Policy ("AUP") specifies the actions prohibited by Warp9 Web Hosting Limited ("Warp9 Web Hosting") to a User of the network utilised by Warp9 Web Hosting Services and must be read in conjunction with our Terms and Conditions.

("User") may be defined as "a Customer or anyone who uses Warp9 Web Hosting Services or accesses the network utilised by Warp9 Web Hosting Services or Internet service".

The primary purpose of this AUP is prevent the illegal use of Warp9 Web Hosting Services as defined in UK law or the inappropriate use or misuse of the Services on the basis of Warp9 Web Hosting' own judgement and discretion.

Warp9 Web Hosting believes in a safe Internet. Warp9 Web Hosting works closely with organisations and regulatory bodies such as OFCOM, the Internet Service Providers Association (ISPA), the British Phonographic Industry Limited (BPI) and the Internet Watch Foundation (IWF) as well as the Police and Home Office to prevent illegal and inappropriate use of the Internet.

This AUP further defines the rights that Warp9 Web Hosting has to ensure consistent and acceptable use of Warp9 Web Hosting Services and the Network by all Users, as well as safeguard and protect its own commercial interests.

Warp9 Web Hosting reserves the right to modify this Policy at any time. Changes made to the Policy become effective upon posting of the modified Policy to this URL. It is the User's responsibility to ensure their awareness of any such changes.

Warp9 Web Hosting reserves the right to suspend or terminate the User's Service immediately and without notice, if the User is in breach of any aspect of our AUP.

## ILLEGAL USE

The Network utilised by Warp9 Web Hosting Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property rights used without proper authorisation, and

material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

## THE NETWORK

1. The User acknowledges that Warp9 Web Hosting is unable to exercise control over the content of the information passing over the network utilised by Warp9 Web Hosting Services. Therefore, Warp9 Web Hosting is not responsible for the content of any message whether or not the posting was made by a Warp9 Web Hosting Customer.
2. The network utilised by Warp9 Web Hosting Services may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.
3. In addition the User undertakes to conform to the Internet protocols and standards.
4. The User may not circumvent User authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with the Service to any User, host, or network (referred to as "denial of service attacks").
5. Without prejudice to the foregoing, any application that overloads the network utilised by Warp9 Web Hosting Services by whatever means will be considered as making profligate use of the network utilised by Warp9 Web Hosting Services and will as such NOT be permitted. Use of IP multicast other than by means provided and co-ordinated by Warp9 Web Hosting is likewise prohibited.
6. The User acknowledges that the availability of their Warp9 Web Hosting Service is also dependent upon reasonable usage of the network. The User further acknowledges that Warp9 Web Hosting reserves the right to manage the Traffic of those Customers whose usage Warp9 Web Hosting considers to be either not consistent with or appropriate for the Service to which they subscribe or detrimental to the other Users who share the network.
7. The User acknowledges that Warp9 Web Hosting has the right to introduce a Fair Use Policy for its Services if Warp9 Web Hosting feels such a policy is necessary to ensure the provision of service for all Users. Details of any applicable Fair Use Policy will be posted on the Warp9 Web Hosting website
8. Users sending or receiving malicious or illegal Traffic will be suspended or disconnected upon detection by Warp9 Web Hosting. Warp9 Web Hosting understands that in some

cases the User may not be aware of or responsible for the origination of such Traffic, in which case Warp9 Web Hosting will work with the User to resolve the issue and restore normal service as efficiently as possible.

9. Users who violate systems or network security may incur criminal or civil liability. Warp9 Web Hosting will co-operate fully with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

## SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. Warp9 Web Hosting will investigate incidents involving such violations and will involve and will co-operate 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 the express authorisation of the owner of the system or network;
- Unauthorised monitoring of data or Traffic on any network or system without the express authorisation of the owner of the system or network;
- Interference with service to any User, host or network including, without limitation, mailbombing, 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 email or a newsgroup posting.

If approached with complaints relating to any system or network violations, Warp9 Web Hosting will co-operate and assist the Police and law enforcing bodies with their investigations in order to bring such mis-use and violations to an end.

## EMAIL

1. It is explicitly prohibited to send unsolicited bulk e-mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements) etc.
2. It is also explicitly prohibited to allow others to send unsolicited bulk e-mail messages or viruses either directly or by relaying through the User's systems. For the avoidance

of doubt, Users must ensure that their systems cannot be relayed through. Users may not forward or propagate chain letters nor malicious e-mail.

3. A User may not solicit e-mail for any other address other than that of the User, except with full consent of the owner of the referred address.

## USENET NEWS

All Users of the Network utilised by Warp9 Web Hosting Services are advised to become familiar with the Warp9 Web Hosting information and guidelines which explain what the service is and how to use it.

Usenet's own website has a wealth of information and resources. Visit:

<http://www.usenet.org.uk/>.

Users should, before using the service, familiarise themselves with the contents of the following newsgroups; news.newusers.questions; news.announce.newusers; and news.answers. Excessive cross-posting (i.e. posting the same article to large numbers of newsgroups) is forbidden.

Posting of irrelevant material to newsgroups (also known as USENET spam) is also forbidden. Posting binaries to a non-binary newsgroup is forbidden.

## INTERNET WATCH FOUNDATION

Warp9 Web Hosting subscribe to and shall abide by advice given by the independent industry body The Internet Watch Foundation ("IWF") in relation to content of the Internet. For further information regarding IWF and its policy, please refer to [www.iwf.org.uk](http://www.iwf.org.uk)

**Complaints regarding Illegal Use or System or Network Security issues, Email abuse, USENET abuse or spamming should be sent to [support@warp9webhosting.co.uk](mailto:support@warp9webhosting.co.uk)**

**INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A WARP9 WEB HOSTING CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY SUCH CUSTOMER OR END USER.**