

## Acceptable Use Policy

### Introduction

Webfusion 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 Webfusion 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 Webfusion 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 Webfusion. 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, Webfusion 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 at: [abuse@webfusion.com](mailto:abuse@webfusion.com).

### 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. Webfusion will co-operate with any agency or rights holder wishing to assert their rights in these matters and Webfusion 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, Webfusion 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.

### **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.

### **Warranties and Disclaimers**

Our service warranties and the extent of our liability are explained fully in our [Terms and Conditions](#).

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

### **Irresponsible usage**

Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. Webfusion 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 Webfusion deem irresponsible then Webfusion 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, Webfusion reserve the right to terminate the customer's account with immediate effect. Wherever possible the customer will be notified in advance of any termination.

### **Security and privacy**

Login names and passwords must be kept secret and not be communicated to any third party. Webfusion 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.

Customers are responsible for all traffic that is sent from their server. It is therefore the customer's responsibility to ensure that all software is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

If Webfusion find malicious traffic emanating from a customer's server, Webfusion 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. Webfusion understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Webfusion will work with the customer to resolve the issue as efficiently as possible to restore normal service.

## E-mail

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

Customers may not have "open mail relays". Webfusion will close the relay or connection of any customer found with an open mail relay.

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.

Webfusion 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 Webfusion's POP3 server. Webfusion strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Webfusion reserve the right to remove older mails from the mailbox to reduce its size.

If Clients have not logged into any mailbox provided by Webfusion within a 6 month period this may result in the deletion of the mailbox.

## Hosting (Shared)

By uploading to the services, 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 of their website, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Webfusion reserve the right, without notice or explanation, to remove material which does not comply with this AUP or our Terms and Conditions, such as material of an adult nature or pirated software.

Webfusion 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 website. Webfusion reserves the right to suspend any sites 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.

You may not use our services in any way that would disrupt, impair, or interfere with our servers or with other customers' use and enjoyment of our services. This includes, but is not limited to, employing applications such as Shoutcast and Minecraft utilities that consume excessive CPU time, memory or storage space. Any file you store on the Server will be reachable via a hyperlink from a page. Chat/IRC, web proxy and mailing list scripts are not allowed on our network under any circumstances. Streaming media can be a drain on web server resources and as such is not allowed. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications that maintain a constant FTP connection uploading an image at regular intervals is forbidden.

Should your use of our services result in an overly high load on our servers in our sole discretion, we may suspend your account until the cause of any such overload is determined and resolved, or we may terminate your account if we believe that the situation cannot be satisfactorily resolved. Abuse of an "unlimited" service (e.g. bandwidth or hosting) to the extent that it detrimentally affects other customers' services will be treated in the same manner, such abuse to be assessed and decided upon at Webfusion's sole discretion. We ask customers who intend to use high volumes of data to first discuss their requirements with our Sales Team.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on the customer's behalf. Webfusion 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 website.

The customer has sole responsibility for ensuring that any data is suitably backed-up. Webfusion will not keep backups of customers' websites. Webfusion will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

If the account is suspended for any reason, such as non-payment, access to the customer's website, both for viewing and uploading, may also be suspended.

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

## **Reseller Hosting**

The Internet is a powerful information and entertainment tool, we would expect our customers to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users.

Our acceptable use policy ("AUP") is actively and strictly enforced. Offending content or users are removed from our network, usually as soon as they are discovered, although we will always inform you when and why any action has been taken.

Common sense is the best guide as to what is considered acceptable use, however the following are unacceptable uses.

### ***Illegality***

In any form, including but not limited to the unauthorised distribution or copying of copyrighted software or other data, harassment, fraud, or trafficking in obscene material.

### ***Undesirable Content***

Certain types of content are not permitted on our network. We do not host adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work.

### ***Bulk Email***

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden.

### ***Misuse Of Resources***

Including but not limited to employing applications which consume excessive CPU time, memory or storage space; any file you store on the Server will be reachable via a hyperlink from a page. Chat/IRC, web proxy and mailing list scripts are not allowed on our network under any circumstances. Streaming media can be a drain on web server resources and as such is not allowed. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden.

If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes acceptable use.

## Hosting (Dedicated)

By uploading to a Webfusion dedicated 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. Webfusion 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.

Webfusion 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. It is the customer's responsibility to ensure that their scripts are not vulnerable to these problems.

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

Webfusion do not impose quotas for data transfer on dedicated servers. However if a customer is using an excessively high volume of bandwidth for data transfer Webfusion 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 requirements with our Sales Team.

Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their dedicated server. Webfusion 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, except for agencies, such as Webpage designers, working on the customer's behalf. Webfusion 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.

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

On closing an account, the data on the dedicated server will be deleted.

## Firewalls

Webfusion's Firewall service is capable of being attached to an individual server however, Clients are able to create rules for as many Internet Protocol addresses (IP's) that they have within that individual server.

Clients are responsible for the rules attached for their Firewalls. The editing of the templates provided by Webfusion is the responsibility of the Client.

Clients are advised that hardware Firewalls will block access to ports on an individual server however, it will not protect against viruses running on services active on the individual server. For the avoidance of all doubt the relevant Firewall provided by Webfusion is a security barrier it does not protect against viruses and or spyware.

Virtual Private Networks (VPNs) are not supported on this Webfusion Firewall platform.

The disabling of the Firewall or rectification of any non working rules that Clients attach to the Firewall is the responsibility of the Client. The repair of any other services and or application of a Client following a Client made change to the Firewall are the responsibility of the Client.

## 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 program that monitors network packet data or any program that compromises the privacy of network traffic.

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).

## 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.

Any IP addresses assigned to customers are owned by Webfusion.

When using a quota-based service, it is the customer's responsibility to remain within their usage quota. In regards to bandwidth any use over or above your stipulated level will result in a charge of £0.005 per every Mega Byte (MB) you exceed. Webfusion reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.

Using the Services for any activity which adversely affects the ability of other people or systems to use Webfusions Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Customers responsibility to ensure that their network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.