



Fair Use & Acceptable Use Policy for Shared Hosting & Email

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Why do we need a Fair Usage Policy?

Hosting Systems is committed to providing our customers with a very high quality service at a price that reflects true value for money.

- We limit the number of companies held on a given shared server.
- We ensure servers have spare capacity.
- We monitor the servers and usage.

However, as with all shared services, if a group of users use a disproportionately large amount of resources then this will drive up the cost of supplying the service to all users. Therefore to ensure we can provide a high quality at a competitive price, a Fair Usage Policy applies to the use of the service.

How will this Fair Use policy affect you?

If you are on a shared hosting or email services, this policy will apply to you. You are unlikely however to be affected by this policy if you run a standard website for a small business or use email as a small business in a normal way.

As a small business constitutes 1-30 employees. However, medium and larger businesses may find shared hosting suitable if their traffic level is not very high.

If your website is compromised this may cause you to exceed connection usage. You may also be affected if you have taken part in an extremely large advertising campaign or your company appears in the news.

Persistent over-usage customers will be requested to look at a different service such as a dedicated server, where resources aren't shared and bandwidth is charged at the specific usage.

Excessive Usage of Bandwidth

In the event that excessive usage of bandwidth on a consistent basis is detected, we will contact you to propose a more suitable service as a replacement. If you decline to accept the suggested replacement service and the excessive usage continues, we reserve the right to restrict, suspend or terminate your access, at our discretion.

Examples of excessive bandwidth usage are:

- A website that sends and receives in excess of 5GB of data in any given 24 hour period.
- Email which sends more than 10 messages a second.
- Multiple email large emails (max 30mb) which are sent within a 1 hour period.

- Mailshots using your email account that have not paid for the additional service.

Excessive Usage of Resources

In the event that excessive resource usage on a consistent basis is detected, we will contact you to propose a more suitable service as a replacement. If you decline to accept the suggested replacement service and the excessive usage continues, we reserve the right to restrict, suspend or terminate your access, at our discretion.

Resources are such things as processor and memory usage.

Examples of excessive resource usage are:

- Using more than 25% of the processor on a shared server over 24 hours.
- Using more than 25% of the memory on a shared server over 24 hours.

Acceptable Use Policy

This Acceptable Use Policy (AUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet.

This AUP sets out the rules which apply to the use of our internet connection services including your responsibilities, and permitted and prohibited uses of those services.

We remind customers that when they are connected to the internet via our service they must comply with the law.

Customers must not use our service:

1. In a manner constituting improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or
2. For any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; or
3. to commit an offence under the Regulation of Investigatory Powers Act 2000; or
4. to commit an offence under any other relevant UK legislation;

A customer's use of our service constitutes acceptance of this AUP.

We reserve the right to revise and update this AUP from time to time at our discretion.

Customer Responsibilities when using our Hosting & Email Products

You are responsible for your actions when managing files or emails on our network. If you act without care or irresponsibly in using our systems or your actions put at risk the integrity or security of our network or equipment, your access or services may be restricted, suspended or terminated, without prior notice.

In particular, but not by way of limitation, you agree that you will not use, attempt to use or allow your internet connection to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is offensive or obscene;
- store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- do anything which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- do anything which interferes with other users or restricts or hinders any person from accessing or using our internet connection service or systems including the excessive usage of bandwidth under the 'Excessive Usage of Bandwidth' section below;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- deliberately compromise the security or integrity of any network or system including our network;
- knowingly access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out below, or overload any network or system including our network and systems;
- invade anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- authorise, aid, abet, encourage, conspire with or incite any other person to do or attempt to do any of the above acts. In addition you may not use our network to create, transmit, distribute, or store content that:
- violates export control laws or regulations,

- impairs the privacy of communications,
- constitutes deceptive online marketing, causes technical disturbances to our network (including excessive usage of bandwidth under the 'Excessive Usage of Bandwidth' section below), its affiliated networks, or the network used by customers to access the Email services, or
- violates the policies of such networks by , including, but not limited to, the intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or assists, encourages or permits any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you are obligated to immediately notify us and take all other appropriate actions to cause such activities to cease.

Use of Email with particular regards to SPAM

Also known as junk mail or unsolicited commercial email, the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (by way of an opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward businesses that supply Email and interconnection services, but also because it can overload our network and disrupt service to other customers.

As a user of our email service platforms sending direct marketing emails:

You must:

- include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- provide a valid physical postal address in each email you send;
- include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet-based unsubscribe mechanism
- process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- comply with any regulations in force that apply to direct marketing regulations

You may not (in addition to the aforementioned conditions):

- send emails with a false, deceptive or misleading subject line; •
- include sexually explicit content in your email;
- add an address into your list without the subscriber's permission;
- maintain an email address in your list for which an opt-out request has been received;
- use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- harvest email addresses from websites or web services;
- generate an email address by using a dictionary attack combining letters and numbers into multiple permutations;
- use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- relay emails through a computer or network without permission;
- use your subscription form to subscribe users for an unrelated list or to send content differing from the one agreed to;
- send emails with added words/characters in an attempt to bypass Bayesian filters;
- send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on our network, or referencing an email address hosted on our network;
- send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server;
- send email messages which are excessive and/or intended to harass or annoy others;
- continue to send email to a recipient who has indicated that he/she does not wish to receive it;
- take any other actions intended to cloak your identity or contact information, including but not limited to intentionally omitting, deleting return addresses; or
- take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers who use the Email service.

In the absence of positive, verifiable proof to the contrary from you we will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

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. Bulk mailing is defined as:

- E-mails with more than 50 recipients per email
- Sending E-mails at a rate of over 5 emails per minute

If bulk mailing attempts are detected the relevant ports may be blocked with immediate effect.

