

## **ALPHA INTERNET LIMITED - ACCEPTABLE USE POLICY**

*Last updated 24<sup>th</sup> May 2018*

This acceptable use policy sets out the terms between you and us under which you may access our website [gnu-host.com](https://gnu-host.com) (**our site**). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use <https://gnu-host.com/legal/Terms.pdf>.

gnu-host.com is a site operated by Alpha Internet Limited ("We"). We are registered in England and Wales under company number 11162310 and have our registered office at 8 Rose Tree Meadow, Northwich, CW9 7PA, United Kingdom. Our VAT number is GB290740792.

### **ZERO TOLERANCE TOWARDS ABUSE**

Customers are responsible for all scripts, data and other objects on their accounts. Abusive scripts are scripts which interfere with our systems and/or the accounts of other customers, cause harm to any other computer system or user, or engage in any type of fraudulent activity. Any account found to be the source of abusive scripts will be immediately suspended and investigated, and subject to action as detailed under Illegal Content below. We will always notify customers and, where necessary, fully co-operate with the authorities.

You must not use the service for the transmission of illegal material. You agree to refrain from sending or receiving any materials which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force. You agree to refrain from sending or receiving any material which may be in breach of copyright (including Intellectual Property Rights), confidence, privacy or other rights. If you are in any doubt as to the legality of what you are doing or propose to do, you should take independent legal advice.

In Brief:

- All content uploaded to your hosting service, including dedicated and VPS servers must conform to UK and Germany law. It is the user's sole responsibility to ensure this. Storage, distribution of or transmission of illegal materials may lead to an investigation and possible prosecution by the relevant authorities.
- For Unlimited Hosting Plans, all content must comply with our Unlimited Usage Policy.
- You may only use a service for its intended purpose. For example, web hosting services are not designed for web hosting - activities such as file, video or image hosting, sending excessive emails or backup space will result in immediate termination, without reimbursement.

- You must not gain or attempt to gain unauthorized access to any computer systems for any purpose. Such action may lead to criminal prosecution under the Computer Misuse Act.
- You must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to denial of service (DDoS), worms and viruses, trojans and ping storms).
- You must ensure that local PCs and network connected servers are not configured to allow open relay and must not participate in the sending of unsolicited bulk email (commonly referred to as 'spam','UBE','UCE' ).
- You are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where the remote user has given express permission for this to be done. We may ask for evidence of such permission.
- You must take all reasonable steps to ensure that your password and login credentials remain confidential.
- Open proxy servers are not permitted under any circumstances and will result in immediate termination of service.
- Sites must not contain 'hateful' material or content which seeks to incite hate.
- Sites must not contain images, videos, depictions or descriptions of pornography which is unlawful in the UK or which is deemed to be distasteful at our sole discretion.
- Sites must not contain 'warez', copyrighted music/videos or links to such content. It is the sole responsibility of the user to ensure that they have the rights to distribute any content displayed on their website.
- Sites must conform to UK and Germany copyright law.
- We undertake to take action required under the provisions of the Regulation of Investigatory Powers Act and will fully cooperate with the appropriate UK authorities.

The following activities are prohibited on Alpha Internet Limited's servers:

- Engaging in any activity that, in Alpha Internet Limited's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Alpha Internet Limited's business, operations, reputation, goodwill, Customers and/or Customer relations, or the ability of Alpha Internet Limited's Customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Customer to

cooperate with Alpha Internet Limited in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Customer constitutes a violation of these Terms by the Customer.

- No Customer may utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.
- No Customer may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
- Profanity or profane subject matter in the site content and in the domain name are prohibited.
- Customers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
- Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
- Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
- "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
- Alpha Internet Limited does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
- The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Alpha Internet Limited is required by law

to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

- The use of the Services to engage in any activity that is determined by Alpha Internet Limited, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, failure to comply with applicable on-line privacy laws or any executive orders, as well as any rules, regulations or orders issued by the Office of Foreign Asset Controls ("OFAC"). Alpha Internet Limited will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.
- Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

#### **ACCEPTABLE EMAIL USAGE**

We have a zero-tolerance policy against spam and the sending of bulk, unsolicited e-mail is prohibited at all times. Customers who abuse the email service will be notified that their behaviour is unacceptable and may have their accounts suspended, terminated or blocked at our sole discretion.

- You agree not to send emails that might cause annoyance, inconvenience or anxiety to a recipient.
- You agree not to send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful.
- You agree to have a clear opt-out policy in all newsletter communications.
- You must not use our mail services or network to send email to any user who does not wish to receive it.
- You must not use our mail services or network to send unsolicited email, in bulk (commonly known as 'spam') or individually.
- You must not use our mail services or network with intent to deprive others of service ('mail bomb').
- You must not use false mail headers or alter the headers of mail messages in such a way as to conceal the identity of the sender.
- You must not use any email address that you are not authorized to use.

- You must ensure that any email servers connected to our network and operated by you are not configured to allow 'open relay'.
- You must take full responsibility for your own email reputation; Alpha Internet Limited cannot guarantee a positive reputation.

## **WEB USAGE**

Web usage includes the use of web space provided with client accounts, web hosting on our servers and the use of web services and space on customer colocated servers. We cannot and do not proactively monitor content on any web space maintained by customers (whether customer space, web hosted or colocated services) and cannot and do not guarantee that such sites are free of illegal content or other materials that may be considered unacceptable.

In brief:

- You undertake sole responsibility for the content of web pages owned and/or operated by you - whether, on client pages, web-hosted space or colocated servers - within our domain or other domains hosted within our network.
- You undertake sole responsibility to ensure that all materials on any website owned or operated by you contains material that you have created or have permission to use.
- You undertake sole responsibility for any dispute involving Copyright or Intellectual Property Rights associated with your site or service.
- You must not use your website or web service to promote or distribute any material or content that is illegal (under any current or future legislation). You should be aware that the internet is a global communications network and what may be legal in the UK may be illegal elsewhere and leave you liable to prosecution in another country.
- Legal adult content as defined by UK law is not allowed on Shared Hosting, Reseller Hosting, and Cloud Server products. If the Customer wishes to host adult content on our network, a Dedicated Server is required as a minimum.
- You may not use our shared services for video or image hosting, file sharing, backups, scam websites, hosting content that could be deemed illegal, politically controversial or unethical, file download or any other use that could use excessive disk space or impact the performance of other service users.
- If any client chooses to utilize our service for any of the aforementioned uses or any other use that we deem to be abusive, unethical, or illegal, we reserve the right to terminate the service with immediate effect, without notification or reimbursement.

We may undertake an investigation of content services if potential abuse is brought to our attention and we reserve the right to remove any web page on our servers at any time and for any reason. Any accounts found to be abusive, contain illegal content or otherwise break our terms of service will be liable for immediate termination with no refund.

#### **PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use <https://gnu-host.com/legal/Terms.pdf>
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

#### **INTERACTIVE SERVICES**

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Blogs

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.

- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use <https://gnu-host.com/legal/Terms.pdf> upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.