

1. Introduction

Koreti Ltd (the Company) has created this Acceptable Use Policy (AUP) for hosting customers to protect our resources and the resources of our other customers and hosting providers' networks in order to provide high speed, high availability services and to ensure that the company complies with all relevant laws. This AUP must be read in conjunction with the Terms and Conditions and forms part of those Terms and Conditions.

This AUP may be revised from time to time, as explained in the clauses "Changes to Terms and Conditions" in the Terms and Conditions document. It is the responsibility the Customer to ensure that they comply with the latest edition of the AUP at any given time.

In the event of a breach of this policy, the Company reserves the right to terminate all or part of any service with immediate effect, without recompense, to delete any files held in the Customer's account(s) on our servers and to take legal action.

If you have any questions about any of our policies, please contact your Account Manager.

2. 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 trademarks. Customers are reminded that sharing copyright material may constitute a criminal offence if done without permission of the rights owner in question. The Company will co-operate with any agency or rights holder wishing to assert their rights in these matters and the company reserves 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 are reminded of their duty to register with the Information Commissioner.

Under the Electronic Commerce (EC Directive) Regulations 2002, the Company is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless it has actual knowledge of those unlawful acts. Accordingly, if it becomes aware of credible evidence that the Customer has carried out any unlawful acts, it will take preventative measures to bring those acts to an end.

3. 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. The Customer is therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

4. Warranties & Disclaimers

The Company's service warranties and the extent of its liability is explained fully in its Terms and Conditions. The Customer agrees to hold the Company harmless in the event of any legal claim regarding our services.

5. Irresponsible Usage

The Customer agrees that they will not use the Company's services in an irresponsible manner. The Company deems irresponsible use to include, but not be limited to, sending unsolicited e-mail communications, attempting to breach the security of a computer system, and unreasonable use of computing resources.

In the event that the Customer uses the Company's services for any purpose that the company deems irresponsible then the company reserves 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, the Company reserves the right to terminate the Customer's account with immediate effect. Wherever possible the Customer will be notified in advance of any termination.

6. Login Details & Privacy

Login names and passwords must be kept secret and not be communicated to any third party unless authorised in writing by the company. If someone were to gain access to a Customer's account password, they could tamper with files held on the account.

The company must be notified immediately if the security of login names or passwords has been compromised.

The Customer should contact their Koreti Ltd. Account Manager should they forget or lose their password.

7. E-mail

The Customer may not use the Company's services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). The Company will block the mail services of any Customer found to be sending such mail. Customers may not run unauthorised mailing lists from or through any of our machines.

8. Web Hosting (General)

The Customer is responsible for the content on their web hosting account, including obtaining the legal permission for any works they include and ensuring that the content on the server does not violate UK law. The Company reserves the right, without notice or explanation, to disable a web hosting account that does not comply with this AUP or its Terms and Conditions e.g. storing material of an adult nature or pirated software.

The Company reserves the right to disable a web hosting account, if it is deemed to be causing excessive load or traffic, is adversely affecting the performance of the server(s), or is being abused by an external entity.

The Customer agrees not to advertise their website via unsolicited commercial e-mail. The Company reserves the right to suspend a site that has been 'spamadvertised' at any time.

The Company reserves 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 web hosting account. The Company reserves the right to disable a web hosting account containing such material.

Where the Company provides the Customer with FTP account(s) as part of the web hosting account, the Customer is solely responsible for ensuring that the content of the FTP account(s) are backed-up.

During a time of propagation following DNS changes, the Customer accepts that web services such as, but not limited to, website hosting and website administration may be unavailable.

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

It is the responsibility of the Customer to remain within their usage quota. The Company reserves the right to delete files for over-quota users if disk space is affecting the normal running of the server.

8.1. Web Hosting (Shared)

The Web Hosting service is normally provided under terms of reasonable usage as explained in the Terms and Conditions. Unless otherwise agreed this service will be provided on a web server that also provides services for other Customers, i.e. it is “shared”.

The per calendar month quota for data transfer (“bandwidth”) and disk space on shared servers shall be as detailed in the Terms and Conditions document (18.4.1). If the Customer is using more than the agreed bandwidth or disk space the Company reserves the right to impose a charge for the excess usage. The Company asks customers who intend to use high volumes of bandwidth or disk space to first discuss their requirement with their Koreti Ltd. Account Manager.

8.2. Web Hosting (Dedicated)

Where the Customer’s website exceeds reasonable usage, or if otherwise agreed, the Company can provide a higher capacity service as explained in the Terms and Conditions (18.5). This service may be provided as shared or dedicated hosting depending on requirements. Where one or more servers are provided for the exclusive use of one Customer, the web server(s) are “dedicated” to that Customer.

The per calendar month quota for data transfer (“bandwidth”) and disk space on dedicated servers shall be stated in a Proposal for the hosting solution. If the Customer is using more than the agreed bandwidth or disk space the Company reserves the right to impose a charge for the excess usage. We ask customers who intend to use high volumes of bandwidth or disk space to first discuss their requirement with their Koreti Ltd. Account Manager.

9. Security and Attempted Security Breaches

If the Company finds malicious traffic emanating from a Customer’s hosting account, the Company has an obligation to its other customers and to its hosting providers to take urgent measures to block that traffic. This may involve suspending the account until the issue has been resolved. The Company understands that in many cases the Customer may not be responsible for or aware of the

problem, and therefore the Company will work with the Customer to resolve the issue as efficiently as possible to restore normal service.

The Customer may not mount an attack, by whatever means, against our systems, or use our services to attack any other systems.

The Customer may not attempt to probe or breach the security of our servers.

The Customer may not run any programme on a server except those supplied or authorised in writing by the Company.

The Customer may not run external programmes, or make use of external services, that access a server's resources, other than standard web browsers, FTP clients and email clients without the express written authorisation of The Company. This includes, for example, software that scans for security vulnerabilities or automates requests for web pages.

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).