

# Terms and Conditions

## Acceptable Use Policy Introduction

Hosted Developments Ltd (hereafter called Hosted Developments) 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 Hosted Developments 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 Hosted Developments 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 Hosted Developments. 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, Hosted Developments 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:

[info@hosted-developments.com](mailto:info@hosted-developments.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 trademarks. 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. Hosted Developments will co-operate with any agency or rights holder wishing to assert their rights in these matters and Hosted Developments 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, Hosted Developments 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 Hosted Developments network, Customers agree to hold Hosted Developments 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. Hosted Developments 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 Hosted Developments deem irresponsible then Hosted Developments 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, Hosted Developments 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. Hosted Developments 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 Hosted Developments find malicious traffic emanating from a customer's server, Hosted Developments 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. Hosted Developments understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Hosted Developments will work with the customer to resolve the issue as efficiently as possible to restore normal service.

## E-mail

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

Customers may not have "open mail relays". Hosted Developments 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.

Hosted Developments 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 Hosted

Developments' POP3 server. Hosted Developments 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, Hosted Developments reserve the right to remove older mails from the mailbox to reduce its size.

## **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. Hosted Developments 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.

Hosted Developments 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. Hosted Developments reserve 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.

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. Hosted Developments 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. Hosted Developments will not keep backups of customers' websites. Hosted Developments 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 Hosted Developments 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. Hosted Developments 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.

Hosted Developments 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. Hosted Developments reserve the right to suspend a site which has been 'spamvertised' at any time.

Hosted Developments 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 Hosted Developments 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 requirement with their dedicated Account Manager.

Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their dedicated server. Hosted Developments 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. Hosted Developments 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.

### **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 Hosted Developments.

When using a quota-based service, it is the customer's responsibility to remain within their usage quota. Hosted Developments reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.

### **Account Terms**

Unless otherwise agreed our services are payable in advance. Our payment terms are 7 days. If our payment terms are not met we reserve the right to suspend all or any services to you until your account is within our terms. Unless specifically agreed our services are on a rolling month basis, with 30 days notice. We do not issue refunds for services or products paid in advance but not used.

### **Invoice Disputes**

Any disputes must be raised within 30 days of the invoice date. Continuing to use the service or work after 30 days constitutes acceptance of the work as satisfactory.