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## Acceptable Use Policy

Last updated: February 2018

### 01. Content

- 1.1 You are solely responsible for your website and you must obtain all necessary governmental, regulatory and other licences, approvals and consents and pay all necessary royalties, fees and charges in respect of any items included within your website.
- 1.2 Your website must include all warnings, disclaimers, copyright notices and acknowledgements that are required by any governmental authority, regulatory authority or copyright or intellectual property rights owner or which may be desirable.
- 1.3 Your website must not contain anything, which is or may be
  - 1.3.1 Prohibited by law in the United Kingdom or any jurisdiction from where the website may be accessed;
  - 1.3.2 Obscene, offensive, defamatory or indecent;
  - 1.3.3 Infringing our or any third party's copyright, trademarks or other intellectual property; or
  - 1.3.4 Confidential information belonging to us or any third party.
- 1.4 Your website must not contain any computer worms or viruses, or part thereof, in any form, regardless of whether the worm or virus is capable of causing harm or damage and shall not be used to propagate or transfer the same.
- 1.5 Your website must not contain any user defined common gateway interface or software applications other than those provided or approved by us.

### 02. Permitted Use

- 2.1 You are only entitled to have your website hosted on our server in accordance with the Web Hosting Agreement entered into between us and any other instructions as are set out from time to time on our Website [www.netxtra.net](http://www.netxtra.net).
- 2.2 You must not refer to the website or register it anywhere using any means other than the address provided by us in the form <http://www.hostname>. In particular, you may not reference or cause or allow the website to be

referenced by dotted IP address (e.g. 123.234.245.156). We will not allow access to the website following a request containing a dotted IP address.

- 2.3 You shall not use your website to conduct any business or activity or solicit the performance of any activity that is prohibited by law.
- 2.4 You are not permitted to send any e-mail communication to a recipient who has not requested it. All unsolicited advertising mailings are prohibited. We reserve the right to not forward such mail. Unsolicited e-mails include such mail for distributing commercial e-mails advertising or soliciting the sale or purchase of products or simply e-mail to multi-recipients who had not agreed to receive the e-mail.

Any bulk e-mails that are being sent with permission shall adhere to the following terms:

- The recipients must have a clear option to unsubscribe from further bulk e-mails;
  - Any request to unsubscribe as contemplated above shall be responded to promptly by the
  - Customer;
  - The Customer must have a clear and easily utilised complaints procedure and the
  - Customer must be able to track and identify anonymous complaints;
  - Such bulk e-mails must state to each recipient where the Customer had found the
  - recipients address;
  - The Customer is also responsible for violation of the AUP by their client(s)
  - Sending any fraudulent, malicious, harassing or misleading communications including
  - chain letters and pyramid schemes and similar are strictly prohibited
- 2.5 If we reasonably believe you are in violation of this AUP then we can suspend restrict or terminate your account at any time and without prior notice. You will only be reconnected if we are satisfied that you ceased all the activities violating the AUP and pay all reconnection charges.

## 03. Amendment of Acceptable Use Policy

We reserve the right to vary the Acceptable Use Policy at our sole discretion at any time and without prior notice.

## 04. Interpretation

Any words or phrases defined in the Agreement shall have the meanings given to them in that document unless the context requires otherwise or they are otherwise specifically defined herein.