

This is the **ctm** Web Hosting Acceptable Use Policy (AUP).

This document contains information about what type of behaviour is and is not allowed on the **ctm** Web Hosting systems.

If you have any questions, please contact us at hostmaster@ctm-it.com

All violations of the **ctm** Web Hosting AUP should be reported to abuse@ctm-it.com

Definitions

ctm

Cannon Tomlinson Mansley Ltd
5 Stow Court, Stow-cum-Quy, Cambridge CB25 9AS, UK
Registered in England & Wales number 3886157

Web Hosting/Service/System

All services provided by **ctm** to the Client as defined in the Web Hosting Contract. This includes but is not limited to web space and email.

Web Hosting Contract

Signed on behalf of the Client, the contract defines to which of the available Web Hosting services the Client is subscribed.

Client

The individual or organisation to which **ctm** supplies the Web Hosting service.

Site

Site refers to webspace, email access, domains and all associated services provided with our web hosting package.

Rate Card

Standard **ctm** daily rates are available from our website at <http://www.ctm-it.com>

Notes

Where the Client has an obligation toward **ctm**'s Web Hosting systems or networks this should also be considered an obligation to our suppliers' connected systems or networks.

Background

From time to time **ctm** may impose reasonable rules and regulations regarding the use of its Web Hosting services.

Such rules and regulations are called Acceptable Use Policies (AUPs) and are posted on the Internet at <http://www.ctm-it.com/legal/>

The AUPs are not exhaustive and **ctm** reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to <http://www.ctm-it.com/legal/> or notification of the modified AUPs.

By registering for and using the services, and thereby accepting all Terms and Conditions of the **ctm** Web Hosting Service, you agree to abide by the AUPs as modified from time to time.

Any violation of the AUPs may result in the suspension or termination of your account or such other action as **ctm** deems appropriate.

Any unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or a disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

Our clients are ultimately responsible for any violations of the AUP by anyone with access to the account, and any violation of the AUP by anyone with access to the **ctm** Web Hosting account of a **ctm** Web Hosting client shall be deemed a violation of the AUP by such **ctm** Web Hosting client.

VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM **CTM** WEB HOSTING. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS **CTM**'S POLICY TO TERMINATE REPEAT INFRINGERS. **CTM** RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

Client Security Responsibilities

The Client is solely responsible for any breaches of security affecting sites under Client control.

If a Client's site is involved in an attack on another site or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack.

In such event, the Client is responsible for the cost to rectify any damage done to the Client's site and any other requirement affected by the security breach.

The labour used to rectify any such damage is categorised as emergency support and charged at double the Technology Consultancy Consultant rate given on our Rate Card.

Client Obligations

The Client undertakes that it shall at all times ensure that:

- Its content and material in files, e-mails and postings is not defamatory, illegal or obscene, does not infringe any third party's intellectual property rights or otherwise bring **ctm**'s name into disrepute or breaches any laws, regulations or codes applicable to this Agreement. In the event of any breach or purported breach, **ctm** will be entitled to permit any law enforcement or other relevant authority to inspect the same;
- Its use of the systems is in accordance with all applicable data protection and other laws, licences, codes of practice and regulations;
- It does not send any messages, e-mail or other communication which infringes any applicable law, international convention, code or regulation applicable to the Internet;
- It does not carry out or engage in activities on its website which may:
 - be in breach of applicable laws, codes or regulations (including without limitation infringement of copyright and other intellectual property rights)
 - cause defamation;
 - involve theft, fraud, drug-trafficking, money-laundering and/or terrorism;
 - may incite violence, sadism, cruelty or racial hatred;
 - may facilitate prostitution or paedophilia; and
 - be pornographic, obscene, indecent, abusive, offensive or menacing.
- It does not create or introduce intentionally or knowingly into the system any virus, worm, trojan horse, cancelbolt or other destructive or contaminating program or advise any other party how to do so.
- It uses an up to date virus-scanning program on all material downloaded from the systems.
- It does not interfere with or breach the privacy of other users of the systems or the Internet in general, including sending unsolicited e-mails ("spamming") nor collect or transfer personal data on individuals without their consent.
- It maintains confidentiality of its login names, passwords and other confidential information relating to the Client's access to the systems (for the avoidance of doubt **ctm** shall not be responsible for maintaining such confidentiality).
- It does not tamper with routing and domain name services in order to "spoof" other computer networks and users.
- When it gives any payment or credit card information via the Systems, to ensure that the same is accurate, complete and up-to-date and the Client has the authority to give such information.

System And Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. **ctm** may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network.

- Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network.
- Interference with the system or any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labour to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by **ctm**.

Such labour used to rectify any such damage is categorised as emergency support and charged at double the Technology Consultancy Consultant rate given on our Rate Card.

ctm is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, **ctm** urges its clients to assume that all of their online communications are insecure.

ctm cannot take responsibility for the security of information transmitted using the **ctm** Web Hosting services.

Password Protection

The Client is responsible for protecting the Client's password and for any authorised or unauthorised use made of the Client's password.

The Client will not use or permit anyone to use **ctm**'s system to guess passwords or to access other systems or networks without authorisation. **ctm** will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

The Client agrees to immediately notify **ctm** of any unauthorised use of their passwords or any other breach of security of which the Client becomes aware.

Package Restrictions

It is the responsibility of the Client to ensure that they do not exceed the limitations of their service as detailed in the **ctm** Web Hosting Contract and associated documents.

Further to this, the Client should be aware that these limits may be enforced programmatically, and if exceeded may cause data loss and/or damage or other restriction of service.

If services above that included in the package are used then **ctm** reserve the right to make an additional charge for these services.

Usage limits may include, but are not limited to:

- Maximum single email size
- Maximum email storage per pop account
- Maximum bandwidth per site
- Maximum storage space for site content and logs
- Maximum relayed email retention time
- Usage of system processor and/or memory
- Access to CGI facilities

ctm reserve the right to set reasonable limits, from time to time, to prevent clients from degrading the performance of the system or network for other users.

Traffic Restrictions

Clients whose sites receive high levels of traffic (i.e. significantly above that included in the package) may be contacted to discuss a suitable high traffic service. Sites with abnormally high traffic may be suspended while a suitable alternative is investigated.

Backups

It is the responsibility of the Client to keep a backup of all of their content stored on **ctm** Web Hosting servers.

Internet Etiquette

The Client is expected to be familiar with and to practice good Internet etiquette (Netiquette).

The Client will comply with the rules appropriate to any network to which **ctm** may provide access.

The Client should not post, transmit, or permit Internet access to information the Client desires to keep confidential.

The Client is not permitted to post any material that is illegal, libellous, tortuous, pornographic or is likely to result in retaliation against **ctm** by offended users.

ctm reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

Copyright Infringement Software Piracy Policy

The **ctm** Web Hosting network may only be used for lawful purposes.

Transmission, distribution or storage of any information, data or material in violation of local, national and/or international regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorised copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined heavily and/or receive a custodial sentence.

If you believe your copyright is being infringed by a person using **ctm** Web Hosting please send your written notice of the infringement to abuse@ctm-it.com.

Your notice should contain:

- Your contact details
- Information allowing us to locate the infringing material
- The material it infringes on
- Authorisation of the owner of the material for you to act on their behalf in the form of a physical or electronic signature
- A statement that you believe in good faith that the use of the infringing material is not authorised
- A statement confirming the accuracy of your notice and that you accept the repercussions of delivering a false notice

Network Responsibility

Clients have a responsibility to use the **ctm** Web Hosting network responsibly. This includes respecting the other clients of **ctm** and our suppliers.

ctm reserves the right to suspend and/or cancel service with any Client who uses the **ctm** Web Hosting network in such a way that adversely affects other clients of **ctm** and our suppliers.

This includes but is not limited to:

- Attacking or attempting to gain unauthorised access to servers and services that belong to clients of **ctm** or its suppliers (i.e. computer hacking), and/or
- Participating in behaviour which results in reprisals that adversely affect the network or access to the network of the **ctm** Web Hosting service.

ctm will react strongly to any use or attempted use of an Internet account or computer without the owner's authorisation.

Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc.

Any unauthorised use of accounts or computers by a **ctm** client, whether or not the attacked account or computer belongs to **ctm**, will result in severe action taken against the attacker.

Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server or client of **ctm** and its suppliers is strictly prohibited.

ctm will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

Lawful Purpose

All systems may be used for lawful purposes only. This includes, as appropriate, the laws of the UK, those of the Client's home country and applicable international law.

The following activities are prohibited:

- Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP; this includes, but is not limited to: copyrighted material, material protected by trade secret, dissemination of harmful/fraudulent content.
- Using any **ctm** Web Hosting service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law.
- Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of export restrictions in connection with use of **ctm** Web Hosting services or products.
- Using the **ctm** Web Hosting network to solicit the performance of any illegal activity, even if the activity itself is not performed.
- Knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution.

Servers hosted within the **ctm** Web Hosting network are open to the public.

You are solely responsible for your usage of the **ctm** Web Hosting network and servers and any statement you make on servers hosted within the **ctm** Web Hosting network may be deemed "publication" of the information entered.

Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libellous.

Child Pornography on the Internet

ctm will cooperate fully with any criminal investigation into a Client's violation of all the Child Pornography laws. Clients are ultimately responsible for the actions of anyone with access to their account, and will be liable for illegal material posted by the same.

We currently define child pornography as photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of this activity found by or reported to **ctm** will be forwarded to the appropriate authorities.

Unsolicited Commercial Email/Unsolicited Bulk Email (UCE/UBE)

Unsolicited commercial email (UCE) is defined by **ctm** as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) sent for purposes of distributing commercial information of any kind, soliciting the purchase or sale of products or services or soliciting any transfer of funds to a recipient who has not agreed to receive such communication.

Unsolicited bulk e-mail (UBE) is defined by **ctm** as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) to multiple recipients who have not agreed to receive such communication.

Use of the **ctm** Web Hosting network, servers or services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited, as is hosting web sites or services on a site which are advertised in any UCE/UBE.

ctm also prohibits the sending of any fraudulent, malicious, harassing, false or misleading electronic communications, including, without limitation, chain letters, pyramid schemes, or e-mails with forged headers.

Posting off-topic advertisements to Usenet discussion groups, ICQ, Instant Messenger, etc., is also expressly prohibited.

Additionally, **ctm** clients are expressly prohibited from sending any UCE/UBE from our network or any email from another network that in any way references a document, image, or web site that resides on the **ctm** Web Hosting network or in one of our suppliers' data centres.

Violations of this type may result in the termination of the offending **ctm** Web Hosting account.

Clients whose actions directly or indirectly result in **ctm** server IP space being listed in any of the various abuse databases may be subject to having the offending domain(s), server(s), or user(s) immediately removed from our network.

In addition, if **ctm** in its sole discretion determines that a client is in violation of our AUP, **ctm** may, at its sole discretion, restrict, suspend or terminate a client's account. **ctm** will, in

most cases, attempt to contact a client prior to suspension or termination of a site(s), but can not guarantee prior notification.

Any site suspended or terminated for AUP violations will be reconnected only after the Client agrees to cease all activities that violate the **ctm** Web Hosting AUP and pays all applicable reconnect fees and related charges.

Any site suspended a second time for AUP violations will be immediately and permanently removed from our network.

Clients seeking to send any permission-based email marketing should read Guidelines for Permission-Based Email to see our guidelines for sending this type of communication.

Guidelines for Permission-Based Email

While **ctm** Web Hosting prohibits the use of its systems or network to send unsolicited email (UCE/UBE) as described above, clients may send permission-based email marketing, subject to the guidelines provided herein.

Permission-based marketing is defined as electronic marketing that an end user agrees to receive. This is often referred to as 'opt-in' electronic marketing.

All recipient information for such marketing conducted by **ctm** Web Hosting clients must be documented and catalogued by the Client. This information is to include date, time, originating site and the location from which the email address or other recipient information was obtained.

Additionally, a client must at a minimum comply with the following guidelines, and any additional guidelines established by **ctm** from time to time in its sole discretion, to engage in permission-based email marketing without violating the AUP:

- All commercial or bulk email originating from a **ctm** Web Hosting client on the **ctm** Web Hosting network must have a working unsubscribe link. The Client must honour all requests to unsubscribe within 48 hours. Additionally, there must be text in the email stating that while all requests to unsubscribe are honoured, it may take up to 48 hours to process.
- All commercial or bulk email originating from a **ctm** Web Hosting client on the **ctm** Web Hosting network must clearly list the email address to which the email was originally sent (the intended recipient's email address) in the body of the message OR in the 'TO:' line of the email.
- All **ctm** Web Hosting clients sending commercial or bulk email must have a working abuse@domain.com address from EVERY domain associated with the email campaign. Additionally, the abuse@ address must be prominently posted on the front page of the associated web site. Clients must regularly answer any messages sent to the abuse@ address.
- All **ctm** Web Hosting clients sending commercial or bulk email must register the abuse@ address for every domain associated with commercial email they send at abuse.net.
- All **ctm** Web Hosting clients sending commercial or bulk email must have a Privacy Policy/AUP posted for each domain associated with the email campaign.
- All commercial or bulk email sent must include information about where the email address was obtained in the body of the email. For example:

"You opted-in to receive this email promotion from our web site or from one of our partner sites."
- All **ctm** Web Hosting clients sending commercial or bulk email must answer all complainants' requests for details regarding where the complainant "opted-in" to receive electronic marketing within 72 hours. This information must include the date, time, originating site and the location from which the email address or other recipient information was obtained. Instructions on how to get this information must be stated clearly in the body of the email. For example, a statement similar to the following must be present in the body of the email:

"If you would like to learn more about how we received your email address, please contact us at abuse@domain.com."
- All **ctm** Web Hosting clients sending commercial or bulk email must be able to track and identify anonymous complainants. There are several software packages that can help accomplish this.
- If a **ctm** Web Hosting client is using an affiliate program to send commercial or bulk email through the **ctm** Web Hosting network and the affiliate program becomes subject to repeated abuse by users, the Client must discontinue use of the affiliate program or be subject to immediate suspension or cancellation.

- All clients of **ctm** Web Hosting are required to have up-to-date and valid contact information on file with their registrar for any domain hosted on the **ctm** Web Hosting network. Changes should be directed to hostmaster@ctm-it.com.
- ctm** reserves the right to test portions of any client's email list in response to complaints and request opt-in information from a random sample of that list at any time.
- ctm** reserves the right to determine in its sole discretion the validity of any client's email list. Any list **ctm** determines in its sole discretion to be in violation of this AUP must be removed immediately or the Client will be subject to immediate suspension or termination. Repeated violations will result in permanent suspension.
- ctm** reserves the right to test and otherwise monitor client's compliance with the above guidelines and requirements at any time during the Client's term of service with **ctm** Web Hosting.

If **ctm** determines in its sole discretion that the Client is not in strict compliance with the guidelines for permission-based e-mail marketing, then **ctm** Web Hosting may immediately suspend or terminate the Client's service.

IP Address Overlap

ctm administers the server on which the Client sites reside. The Client cannot use any IP addresses which are not assigned to our servers by our suppliers. Any site found using IPs which were not officially assigned will be suspended until the problem can be corrected.

Reverse DNS Records

The reverse DNS records for the **ctm** Web Hosting services are completely under the control of **ctm** and its suppliers. They will not be changed to match a specific Client site.

Reverse DNS for systems provided by **ctm**, its suppliers or the Client themselves which are associated with the Web Hosting service (e.g. client provided mail servers) is completely under the control of the ISP or network provider.

Copyright

The Client hereby grants to **ctm** a non-exclusive worldwide and royalty free licence for the duration of this agreement to edit modify adapt translate exhibit publish transmit participate in the transfer of reproduce create derivative works from distribute perform display and otherwise use the Client's content as necessary for the purposes of rendering and operating the services.

Billing

The Client understands that they are responsible for paying for any network resources that are used to connect the Client's site to the Internet. The Client may request that their site be disconnected from the Internet, but the Client will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

Suspension

If **ctm** in its sole discretion determines that a client's site has become the source or target of any violation concerning the **ctm** Web Hosting Acceptable Use Policy (AUP), **ctm** reserves the right to suspend network access to that site.

While **ctm** will attempt to contact the Client before suspending network access to the Client's site(s), prior notification to the Client is not assured.

In certain cases, **ctm** will contact law enforcement and other agencies regarding these activities.

Clients are responsible for all charges, as well as any fees relating to the investigation, suspension, administration and handling of their servers before, during and after the suspension period.

Cancellation

ctm reserves the right to cancel service at any time.

If inappropriate activity is detected, all accounts of the Client in question will be deactivated until an investigation is complete.

Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacted regarding the activity.

Any violation of policies which results in extra costs will be billed to the Client (i.e. transfer, space etc.).

Indemnification

ctm wishes to emphasise that in signing the **ctm** Web Hosting Contract or its equivalent, the Client indemnifies **ctm** for any violation of the **ctm** Web Hosting Contract or its equivalent, law or AUP that results in loss to **ctm** or the bringing of any claim against **ctm** by any third-party.

This means that if **ctm** is sued because of a client's or a client of a client's activity, the Client will pay any damages awarded against **ctm**, plus costs and reasonable legal fees.

Exclusion of Warranties

ctm's services are provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to **ctm** or the services, including but not limited to, implied warranties or conditions of completeness, accuracy, satisfactory quality, or any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions.

Disclaimer of Responsibility

ctm is under no duty to look at each client's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. **ctm** disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

The Client hereby agrees that **ctm** does not monitor or exercise control over the content of the information transmitted over its systems. Use of the services or any information that may be obtained from the services is specifically at the Client's own risk.

The Client hereby further agrees that **ctm** does not and cannot control the flow of information to or from **ctm's** own network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties outside the control of **ctm** whose actions or failures may impair or disrupt the Client's connections to the Internet or parts thereof.

All **ctm** Web Hosting clients must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

Where the Client has an obligation toward **ctm's** Web Hosting systems or networks this should also be considered an obligation to our suppliers' connected systems or networks.

In general, a violation of the AUPs of our suppliers, which this document reflects, will be considered a violation of this AUP.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON THE CLIENT'S BEHALF, SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY THE CLIENT.

The Client agrees that all above policies are fair and reasonable and agrees to be bound by them.