

# Acceptable Use Policy

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MWP Hosting documents are available as XML and are prepared in accordance with W3C guidelines.

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## 1 REQUIREMENTS

It is a requirement of the MWP Hosting a trading name of Accentika Internet Limited Terms and Conditions that all users of its network or services accept and adhere to the company's Acceptable Use Policy for Internet Access. MWP Hosting may change this policy to include changes in the law or in the acceptable practice of internet use and reserves the right to make such changes without notice and whenever required. The current version of the MWP Hosting Acceptable Use Policy will be published on the web at [www.mwphosting.co.uk](http://www.mwphosting.co.uk) and all users are responsible for ensuring that they have read and understand the current policy.

Compliance with this Acceptable Use Policy is a contractual requirement. If you fail to observe the terms of this policy your account or service may be liable to termination or suspension. In the event that an account is suspended, MWP Hosting may be prepared, at its sole discretion, to restore the account on receipt of a written statement that the user will not commit any further abuse of the service.

MWP Hosting's relationship with its clients, its partners and other network providers depends on responsible conduct from all users. The company will not hesitate to protect itself and other clients and networks should any form of abuse be found to be occurring.

### 1.1 Use of networks and the internet in general

- You must not use the service for the transmission of illegal material. The user agrees to refrain from sending or receiving any materials which may be deemed to be offensive, abusive, indecent, hard-core or paedophile pornography, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force. The user agrees 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 either take independent legal advice or cease that usage.
- You should be aware that the storage, distribution or transmission of illegal materials may lead to investigation and possible prosecution by the UK authorities.
- You must not gain or attempt to gain unauthorised access to any computer systems for any purpose. In addition to being a breach of this Acceptable Use Policy, such action may lead to criminal prosecution under the Computer Misuse Act 1990 (c.18).
- 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, ping storm, trojans, worms and viruses).
- 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').
- 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.
- You may not divulge your network passwords to third parties and should take all reasonable steps to ensure that such information remains confidential.

### 1.2 Email

- Sending and receiving email involves the same responsibilities and approach as would be used when sending or receiving any other form of communication; written or printed mail, fax, telephone call etc. Most users fully understand what would be considered appropriate and acceptable when communicating with others and apply these considerations to their use of email. There are occasions when some users send mail or engage in online communication that others consider unacceptable; generally regarded as abuse by the online community.

- If you find it difficult to determine what might be considered 'abuse' with online communication you should realise that, in general terms, anything that might be unacceptable, and possibly illegal, in other forms of communication will be equally unacceptable and possibly illegal online.
- You should not send emails that might cause annoyance, inconvenience or anxiety to a recipient.
- You should not send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful.
- You must not access or otherwise use third party mailing lists or otherwise use MWP Hosting mail services or network to send unsolicited email, in bulk (commonly known as 'spam') or individually.
- You must agree to import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from you (Permission based lists). Agreement of a person or entity to participate in a survey is not consent to receive correspondence from you. For respondents to your surveys, consent to receive other correspondence is evidenced by the respondent opting into the 'join my mailing list' link in the course of responding to your survey.
- You acknowledge and agree that not all email messages sent through MWP Hosting mail services will be received by their intended recipients.
- Every email message sent by you in connection with MWP Hosting mail services must contain an 'unsubscribe link' that allows the recipient to remove themselves from your mailing list.
- You acknowledge and agree that you are the sole or designated 'sender' (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act) of any email sent by you using the MWP Hosting mail services.
- You agree that the 'from' line in any email message sent by you using the MWP Hosting mail services will accurately and in a non-deceptive manner identify your organisation, your product or your service.
- You agree that the 'subject' line of any email message sent by you using the MWP Hosting mail services will not contain any deceptive or misleading content regarding the overall subject matter of the email message.
- You agree to include in any email sent by you using MWP Hosting mail services your valid physical address.
- You agree that in any email message sent by you using the MWP Hosting mail services you will not include any incentives (eg coupons, discounts, awards) that encourage a recipient to forward the email message to a third party.
- You must agree to adopt and maintain a 'Privacy Policy'.
- You agree not to use MWP Hosting mail services or network with intent to deprive others of service ('mail bomb').
- You must ensure that any email servers connected to the MWP Hosting network and operated by you are not configured to allow 'open relay'.

### 1.3 Web usage

- Web usage includes the use of web space provided with client accounts, web hosting on MWP Hosting servers and the use of web services and space on customer collocated servers.
- MWP Hosting cannot and does not proactively monitor content on any web space maintained by customers (whether customer space, web hosted or collocated services) and cannot and does not guarantee that such sites are free of illegal content or other materials that may be considered unacceptable.
- You undertake sole responsibility for the content of web pages owned and or operated by you; whether on client pages, web hosted space or collocated servers - within the MWP Hosting domain or other domains hosted within the MWP Hosting network.
- You undertake sole responsibility to ensure that all materials on any web site 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.
- MWP Hosting may undertake investigation of content services if potential abuse is brought to its attention and reserves the right to remove any web page on our servers at any time and for any reason.

### 1.4 Usenet news services

- Use of Usenet news services, like email communication, is generally a matter of a common

sense approach to communication. What is generally considered unacceptable in other forms of communication may also be unacceptable in postings to Usenet news groups. You should acknowledge that some newsgroups that are accessible through MWP Hosting news servers contain language, pictures or discussion of topics intended for an adult audience.

- MWP Hosting cannot and does not proactively monitor discussions and content held within news groups on our servers. Material may originate from other servers and be transmitted as part of the normal Usenet news network. MWP Hosting does not accept any responsibility for the content or otherwise of any postings made to Usenet; whether considered legal or otherwise.
- MWP Hosting reserves the right to discontinue access to Usenet or to any Usenet newsgroup at any time and for any reason.
- You may not alter the headers of postings to Usenet newsgroups to attempt to conceal the identity of the sender. This does not include the addition of characters to an email address or domain name in an attempt to prevent capture of email addresses by automated gathering software.
- You should abide by the terms or charter of any newsgroup to which you belong or wish to post.
- MWP Hosting may undertake investigation of Usenet content within its own servers if potential abuse is brought to its attention and reserves the right to remove any posting from our servers at any time and for any reason. MWP Hosting is unable to force the removal of material from other servers outside of its control. MWP Hosting customers who engage in abuse of the Usenet network will be notified that their behaviour is unacceptable and may have their accounts suspended or terminated if such abuse continues. If a customer account or service is suspended or blocked due to abuse, then service may be restored at MWP Hosting's sole discretion and generally will only be restored on receipt of a written assurance of future compliance with this Policy and on payment of an administrative charge for restoration of service.

## 1.5 Investigation of Abuse of MWP Hosting services

- Please address all complaints about abuse of MWP Hosting services to [abuse@mwphosting.co.uk](mailto:abuse@mwphosting.co.uk)
- MWP Hosting Ltd reserves the right to investigate suspected or potential abuse of its Acceptable Use Policy. If we become aware of possible abuse, either through our own investigations or through referral by another user or by a third party, we may begin an investigation that may include gathering information from all potential parties and materials on our servers. MWP Hosting reserves the right to suspend accounts or access during such investigations and/or to remove materials from servers (on a temporary or permanent basis). All actions will be determined on an individual basis and will not be taken to form any precedent.
- MWP Hosting customers who engage in abuse of the network / and or the internet will be notified that their behaviour is unacceptable and may have their accounts suspended or terminated if such abuse continues. If a customer account or service is suspended or blocked due to abuse, then service may be restored at MWP Hosting's sole discretion and generally will only be restored on receipt of a written assurance of future compliance with this Policy and on payment of an administrative charge for restoration of service.
- All MWP Hosting users acknowledge that the Company may be required by current or future legislation to access, store, copy or otherwise Customer data stored within or transmitted by our service. By accepting this Acceptable Use Policy you expressly agree that we may access and use your personal data or other account information in connection with any such investigation and may disclose such data to any third party who has a legitimate interest in the data, investigation or outcome.
- MWP Hosting reserves the right to terminate service, with immediate effect and without further obligation or liability to Customers, as required by any law enforcement authority or by the Courts of the United Kingdom.
- Any costs incurred by MWP Hosting in the process of the investigation of abuse or complaints against the Customer will be passed on to the Customer.

## 1.6 Regulation of Investigatory Powers

- MWP Hosting undertakes to take action required under the provisions of the Regulation of Investigatory Powers Act and will fully cooperate with the appropriate UK authorities

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