



# enablesIT

## ENABLESIT ACCEPTABLE USE POLICY FOR HOSTED & MANAGED SERVICES (AUP)

**This Policy is designed as a guideline and is not exhaustive in the description of use.**

- a. The Customer must at all times conform its use of and comply with all applicable regulations, UK or International governing laws.
- b. The Customer agrees not to:
  - i. Transmit, or otherwise permit any unsolicited or unauthorised advertising or promotional material or any other form of similar marketing material, also known as SPAM or Unsolicited Commercial Email (UCE);
  - ii. Publish or otherwise distribute Warez, copy written or other illegal material. The onus is on the Customer to prove ownership of rights to publish the material, not on enablesIT to prove the Customer does not;
  - iii. Exceed reasonable bandwidth usage, determined solely at enablesIT's discretion
  - iv. Upload, transmit, disseminate any content or post links to content that is prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;
  - v. Use services to create or maintain software download or distribution sites or sites created for the purpose of mass distribution of software products;
  - vi. Create or maintain sites that generate system errors or exceptions that disrupt server performance or cause server-wide outages.
- c. Material published to or transmitted through the data centre Services must not:
  - i. Be unlawful, harmful, threatening, abusive, libellous, defamatory, obscene, offensive, inflammatory or invasive of privacy; or cause annoyance, inconvenience or needless anxiety;
  - ii. Promote illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services including use of credit card numbers;
  - iii. Contain any adult material, such as pornography or otherwise lewd or obscene content. The definition of adult material shall be at the sole discretion of enablesIT;
  - iv. Display any photograph, film, video, picture, or computer generated image or picture, whether made or produced by electronic, mechanical, or other means depicting child pornography as defined in the United Nations Convention on the Rights of the Child;
  - v. Infringe any copyright or trade mark or other intellectual property rights of whatsoever nature;
  - vi. Be likely to deceive any person;
  - vii. Be used to misrepresent your identity or affiliation with any person or organisation;
  - viii. Contain viruses, worms, trojan horses, time bombs, trap doors, or any other computer code, files, or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;



- ix. Facilitate hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
  - x. Falsify origin by forging TCP/IP packet headers, e-mail headers, or any part of a message header;
  - xi. Interfere with service to any user, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an attack, or any other means resulting in a crash of a host either deliberately or by negligence.
- d. If enablesIT has any reasons to suspect any illegal action or action in breach of the clauses contained within this condition, the Customer shall cooperate in any resulting investigation.
- e. If the Customer fails to cooperate with any investigations, or fails to immediately rectify any illegal or improper use, enablesIT may immediately suspend Services.
- f. Determination of failure to comply with enablesIT's Acceptable Use Policy is determined at the sole discretion of enablesIT.
- g. In the event of failures to comply with enablesIT's Acceptable Use Policy enablesIT reserves the right to:
  - i. Immediately, temporarily or permanently suspend Services;
  - ii. Issue a warning to the Customer;
  - iii. Issue legal proceedings against the Customer for reimbursement of all costs on an indemnity basis, including but not limited to reasonable legal and administrative costs, damages, losses and expenses arising as a result of action or claim;
  - iv. Disclose such information to law enforcement authorities as reasonably necessary.