



## SAFENAMES ACCEPTABLE USE POLICY

### 1. Introduction and Definitions

- 1.1. This AUP document outlines usage policies at Safenames Ltd. ("Provider").
- 1.2. All references to "Provider" , "the Provider" and "Provider's" means Safenames.
- 1.3. " DNS" means Domain Name Server
- 1.4. "Shared hosting" means any server that is not a dedicated server
- 1.2. This document may be updated from time to time, and will be located online at <http://www.Safenames.net>. Clients are responsible for checking this document from time to time, as notifications of updates will not be made.

### 2. Purpose:

- 2.1. Safenames are required to issue this document to clarify Provider's policies.
- 2.2. By enforcing the terms of this AUP, Provider wishes to:
  - 2.2.1. Ensure reliable service to all clients;
  - 2.2.2. Ensure security and privacy of Provider's systems and network, as well as the networks and systems of others;
  - 2.2.3. Comply with existing and relevant laws;
  - 2.2.4. Maintain Provider's reputation as a responsible premium service provider;
  - 2.2.5. Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services;
  - 2.2.6. Preserve the value of Internet resources as a conduit for free expression and exchange of information;
  - 2.2.7. Preserve the privacy and security of individual users.

### 3. Content:

- 3.1. All services rendered by Provider may be used for lawful purposes only.
- 3.2. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom law is prohibited.
- 3.3. This includes, but is not limited to:
  - 3.3.1. copyrighted material to which you have no distribution rights,

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3.3.2. material Provider judges to be threatening or obscene,

3.3.3. unlicensed software or files, or

3.3.4. material protected by trade secret and other statute.

3.4. Generally, legal content is permitted unless stated otherwise.

3.5. The client agrees to indemnify and hold harmless Provider from any claims resulting from the use of the service, which damages the client or any other party.

3.6. Examples of unacceptable content include:

3.6.1. Pirated software;

3.6.2. "Illegal MP3s";

3.6.3. Cracking ("hacking") programs or archives;

3.6.4. "Warez" sites;

3.6.5. Child Pornography;

3.6.6. Linking directly to the above.

3.7. Provider will not actively monitor content, but if Provider is made aware of AUP abuse or violation of prohibited content rules, Provider reserves the right to take enforcement action as listed below.

3.8. Provider will be the sole decision-maker as to what constitutes a violation of this provision.

## 4. Resource Consumption:

4.1 Except in cases where explicitly permitted by special exemption, the following resource-consuming activity is not permitted on **shared-hosting** accounts:

4.1.1. Sites with banners, graphics or cgi's running from their domain being used on other domains. (e.g., hot-linking, image-sucking, load-spreading);

4.1.2. Sites with very large graphic archives or galleries;

4.1.3. Sites offering download archives or large media distribution (>30MB), such as .zip, .tar, .sit, .ra, .avi, .mov, .asf and .GZ;

4.1.4. Sites running large or busy chat rooms;

4.2. Provider will be the sole decision-maker as to what constitutes a violation of this provision.

4.3. Dedicated and co-located servers are welcome to use their own resources as needed.

## **5. Bandwidth Usage:**

- 5.1. Bandwidth and data transfer usage is included with your account, and usage past the defined limits of your account may incur Provider's standard overage charges.
- 5.2. In the case of shared-hosting accounts, the Provider may move your site to a different server to reduce the load on the currently used server.
- 5.3. Internet attacks such as DDOS is not the responsibility of the customer and no charges will apply to the customer in this event.

## **6. Chat Rooms:**

- 6.1. Provider allows clients to install their own chat systems. However, these tend to consume large amounts of system resources and thus may infringe on the resource-consumption clause. 6.2.
- 6.2. Dedicated and co-located servers are welcome to use their own resources as needed.

## **7. Background Processes/Programs:**

- 7.1. Provider may allow programs to run continually in the background, these are considered on a case-by-case basis and an extra charge may be incurred based on system resources used and operational maintenance needed.
- 7.2. Dedicated and co-located servers are welcome to use their own resources as needed.

## **8. Cron Services:**

Provider does allow "cron jobs" on Provider's servers.

## **9. IRC:**

- 9.1. Provider does not permit IRC or IRC bots to be operated on Provider's shared-hosting servers.
- 9.2. Special servers and accounts are available for IRC usage. Please contact us for details.

## **10. Multiple Connections:**

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- 10.1. Provider does not allow multiple dial-in connections on a single dial-up access account.
- 10.2. Accounts are available for family or business usage. Please contact us for details.
- 10.3. Multiple telnet and ftp sessions are allowed on a single shared-hosting account, as long as such usage does not infringe on the resource-consumption clause.

## **11. Idle Timeouts:**

- 11.1 Provider may disconnect any idle connection to the network.
- 11.2. Average timeouts are:
  - 11.2.1 FTP - 300 seconds
  - 11.2.2. Dial-Up - 10-15 minutes
  - 11.2.3. Telnet/SSH - 2 hours
- 11.3. Usage of "tickle" software to keep connections appear active are not permitted.
- 11.4. Connections may only be used actively. If you are not using the connection, please close it.

## **12. Commercial Advertising - Email:**

- 12.1. Spamming, or the sending of unsolicited email, from Provider's servers or using an email address that is maintained on a Provider machine is EXPLICITLY PROHIBITED.
- 12.2. Hosting websites advertised by spamming ("spamvertised") is also EXPLICITLY PROHIBITED.
- 12.3. For general reference, Provider considers Spam to be any email that is sent to more than 10 people at a time that did not ask for it to be sent to them.
- 12.4. Provider will be the sole decision-maker as to what constitutes a violation of this provision.
- 12.5. Opt-In email is acceptable, as long as Opt-Out/Removal requests are fully functional and honoured.
- 12.6. Please make an effort to limit outgoing mail on your shared-hosting account to no more than 500 pieces per hour. Large mailings are preferred to be sent from the hours of 12AM - 8AM GMT

## **13. Server Abuse:**

- 13.1. Any attempt to undermine or cause harm to Provider's servers or clients of Provider is strictly prohibited.
- 13.2. Provider may elect to pursue legal action to the fullest extent for any abuse of Provider's network and resources.

13.3. Similarly, any attempts to use Provider's servers or network to abuse other networks, servers, clients or providers will be considered an abuse of Provider's resources.

**14. Suspension/De-Activation:**

14.1. If any policies are violated, Provider reserves the right to remove any account without prior notice.

14.2. Upon deactivation of a violator's account, the client forfeits any right to a refund or service credit for previous and advance payments.

14.3. Provider's typical action policy is the issuance of a warning first ("educate and remedy"), and account de-activation on the second offence.

14.4. Serious offences may require immediate de-activation to protect Provider's best interests.

This document was last modified on 30<sup>th</sup> May 2008

Please report AUP abuses to [abuse@safenames.net](mailto:abuse@safenames.net)