



**We are small to medium business web design and marketing specialists**

# **Our Acceptable Usage Policy (AUP)**



# Acceptable Usage Policy

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## Introduction

It is a requirement of the Smart Domain Group Ltd.'s (known as SDG through the remainder of this document) Terms and Conditions that all users of its network or services accept and adhere to SDG's Acceptable Use Policy (AUP) for Internet Access. SDG 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. All our users are responsible for ensuring that they have read and understand the current policy.

Compliance with this AUP 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, SDG 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.

Any charges to re-instate service will be passed on.

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

## Use of networks and the internet in general

You must not use the service for the transmission or promotion of illegal material. The user agrees to refrain from sending or receiving any materials which may be deemed to be offensive, abusive/violent, indecent, hard-core or paedophile pornography, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force.

Illegal use also includes where we are unable to provide services which are prohibited by current and future applicable statutes regarding sanctions.

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 of or transmission of illegal materials may lead to investigation and possible prosecution by the relevant 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 AUP, such action may lead to criminal prosecution under the Computer Misuse Act.

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 (DDoS), worms and viruses, trojans and ping storms).

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', 'UBE', 'UCE').

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. SDG may ask for evidence of such permission.

You may not divulge your network passwords to third parties and should take all reasonable steps to ensure that such information remains confidential.

## 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 must not send emails that might cause annoyance, inconvenience or anxiety to a recipient. You must not send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful/fraudulent.
- You must not use SDG mail services or network to send email to any user who does not wish to receive it.
- You must not use SDG mail services or network to send unsolicited email, in bulk/mass (commonly known as 'spam') or individually.
- You must not use SDG mail services or network with intent to deprive others of service ('mail bomb').
- You must not use false mail headers or alter the headers of mail messages in such a way as to conceal the identity of the sender.
- You must not use any email address that you are not authorised to use.
- You must ensure that any email servers connected to the SDG network and operated by you are not configured to allow 'open relay'. Customers who abuse the SDG email service will be notified that their behaviour is unacceptable and may have their accounts suspended, terminated or blocked.

SDG reserves the right to restrict or block internet traffic to or from a customer account, without prior notification, in the event of a failure to abide by the published terms of the Acceptable Use Policy. This may include, but not exclusively, the transmission of unsolicited email or the presence of an open mail relay.

If a customer account or service is suspended or blocked due to abuse, then service may be restored at SDG'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.

## **Web usage**

Web usage includes the use of web space provided with client accounts, web hosting on SDG servers and the use of web services.

SDG cannot and does not proactively monitor content on any web space maintained by customers (whether customer space or web hosted) 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 or web hosted space - within the SDG domain or other domains hosted within the SDG 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 must not use your website or web service to act unlawfully or fraudulently and/or has any unlawful or fraudulent purpose/effect.

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. SDG 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.

## **Resources**

You may not:

- Use twenty percent (20%) or more of our system resources (CPU etc.) for longer than sixty (60) seconds at a time. Activities that could cause excessive use include but are not limited to CGI, FTP, PHP, HTTP etc.
- Run Bit Torrent applications (trackers, clients etc.) or link to/from torrents.
- Run SQL queries longer than fifteen (15) seconds).

## **Abuse of SDG services – Action by SDG**

Please address all complaints about abuse of SDG services to [abuse@smartdomaingroup.co.uk](mailto:abuse@smartdomaingroup.co.uk).

SDG 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. SDG 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.

SDG 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 SDG'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 SDG users acknowledge that SDG 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.

SDG 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.

### **Regulation of investigatory powers**

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