

Internet Services Acceptable Use Policy

Date of issue 1st Sept 2002

All users of MaxNett connectivity products or products of their Internet suppliers are subject to our acceptable use policy. This policy may change from time to time, and the latest published policy is always applicable from the earlier of;

- The date read by, or directly communicated to the user of the service.
- 7 days after posting onto www.maxnett.co.uk

MaxNett Ltd reserves the right to discontinue (without notice) the service to any user of any of our services if the user is (in the sole opinion of MaxNett Ltd);

- Using the service to send unsolicited* email, or bulk* * email.
- Using the service for criminal or purposes, or to plan or engage in criminal activities.
- Using the service in a way likely to cause offence, financial loss or injury to others.
- Using the service to download images whose storage and possession of, is likely to be a criminal offence.
- Using the service in a manner likely to compromise the security of our service.
- Using or attempting to host a web server whilst using a connection to MaxNett Ltd.

Service will also be suspended where a customer is in arrears with the payments due on their account.

MaxNett Ltd also reserves the right to comply with all legal requests from state authorities in respect of requests for information relating to internet traffic of specific users.

Security

The user undertakes not to use a web server whilst connected to MaxNett Ltd. Private WebMail and equipment control panels using the http protocol are allowed if authenticated and protected from public access.

Whilst MaxNett Ltd takes actions to protect users from various forms of violations, it is the responsibility of the user to ensure that they have;

- adequate virus protection for their needs
- adequate firewall protection for their needs back up copies of any files hosted on MaxNett Ltd servers

The user undertakes not to share or divulge their passwords or other service details to other persons (personal customers) or to individuals outside of their organisation (organisations, companies etc).

Statements relating to third parties

User's of MaxNett Ltd services undertake not to publish any defamatory statements on any public notice board or bulletin board hosted by MaxNett Ltd, and user's of MaxNett Ltd services shall indemnify, defend and hold harmless MaxNett Ltd and all of its agents and suppliers against all liabilities, costs, losses and expenses (including legal costs) arising out of or in any way connected with the posting of, or communicating of defamatory statements by the user.

Usenet and Newsgroups

MaxNett Ltd does not monitor email or Usenet message content or impose any restraints on the content of messages sent by customers (except as per this document). However, email messages sent by MaxNett Ltd customers to any Internet email address, within or outside the MaxNett or supplier network, and Usenet messages posted by MaxNett Ltd customers to any Usenet newsgroup, are subject to the MaxNett Ltd AUP. Any such message may be deemed to violate the AUP if MaxNett Ltd receives a complaint about the message from the recipient, an agent of the recipient, or a subscriber of the newsgroup. If MaxNett Ltd determines the complaint is justified, remedial action will be taken immediately. Remedial action may include, and will include in the most serious cases, immediate termination of the account without notice.

All complaints about email or Usenet messages will be investigated by MaxNett Ltd and MaxNett Ltd will be solely responsible for the determination of the appropriate nature of a message. When an account is terminated for violating the AUP, any account-related files which reside on MaxNett Ltd equipment will be irretrievably deleted, including web pages, email messages, and any other files. In addition, legal action may be pursued against the holder of an account, and other persons related to the inappropriate message.

Indemnity

User's of MaxNett Ltd services shall indemnify, defend, and hold harmless MaxNett Ltd and all of its agents and suppliers against all liabilities, costs, losses and expenses (including legal costs) arising out of or in any way connected with a breach of the Acceptable use Policy.

*Unsolicited – this term is defined as the transmission of email to a recipient who has not subscribed or actively requested it.

**Bulk email – this term is defined as the one-to-many transmission of messages to a group of recipients greater than 100 in number from the same customer within a period of 12 hours.