



## Acceptable Use Policy

Any user of UK Online's Network or Service (a " User ") will need to comply with this Acceptable Use Policy (AUP). UK Online may change the AUP to reflect any changes in the law or community standards or whenever UK Online deems it necessary. Any changes will be effective upon posting to the UK Online website at the following URL: [www.ukonline.net](http://www.ukonline.net) and it will be the Users responsibility to ensure that they are fully aware of these changes.

The UK Online Network and Services are provided to you by Easynet Group plc, a company registered in England and Wales (company number 3137522) whose registered office is 44-46 Whitfield Street , London W1T 2RJ or such subsidiary undertaking of Easynet Group plc as may be specified from time to time as providing the relevant Service ( "UK Online"). References in this AUP to "we", "our", and "us" are to UK Online and to "you" and "your" are to a User.

### 1. UNLAWFUL AND ILLEGAL USE

The UK Online Network and Service may be used for lawful purposes only and in compliance with all current and future statutes in force from time to time. You agree not to use the Service to send or receive materials or data which is or may be in violation of any law or regulation or which is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment or in breach of confidence, privacy, trade secrets or in breach of any third party Intellectual Property rights (including copyright) or in breach of any other rights or has any fraudulent purpose or effect or which damages or may damage our name and/or reputation.

You are prohibited from storing, distributing or transmitting or permitting the storage distribution or transmission (whether intentionally or otherwise)\_of, any unlawful material through the Service. Examples of unlawful material include: direct threats of physical harm; hardcore and child pornography; and copyrighted, trademarked and other proprietary material used without proper authorisation. You may not post, upload or otherwise distribute or permit the posting, uploading or distribution (whether intentionally or otherwise)\_of copyrighted material on our servers without the consent of the copyright holder. In the event UK Online becomes aware of any breach of this Clause 1 UK Online may take any of the actions outlined in Clause 8 below. The storage, distribution, or transmission of unlawful materials could also lead to UK authorities alleging criminal liability.

### 2. VIOLATIONS OF SYSTEM OR NETWORK SECURITY

Any violations of systems or network security are prohibited, and may result in the User facing criminal and civil liability. UK Online will investigate incidents involving such violations and will inform and co-operate with the relevant law enforcement organisations if a criminal violation is suspected. Violations may include, but are not limited to, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network; or
- Interfering with any user, host or network including mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.

You may not store or distribute certain other types of prohibited material on our servers, or on servers connected to the Internet using UK Online connectivity. Examples of prohibited material

include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of other sites, programs designed to send unsolicited advertisements ("spamware"), services which have the purpose of encouraging or facilitating the sending of unsolicited advertisements ("spam support services"), or programs or services designed to encourage or facilitate a breach of the AUP or any acceptable use policy at another site.

You must not connect to the UK Online Network insecure machines or services able to be exploited by others (known or unknown) to carry out actions which constitute a breach of this AUP including (but not limited to) the transmission of unsolicited email, the transmission of email containing infected file attachments, attempts to compromise the security of other machines or networks, attempts to disrupt other sites and/or users' network connectivity ("Denial of Service" attacks) or any other action contravening this AUP.

Examples of such insecure machines or services include, but are not limited to, insecure open mail relays, insecure proxy services of various types, machines vulnerable to unauthorised remote access giving unknown attackers the ability to control such machines at user or system administrator level, and machines compromised by the presence of viruses, mass-mailing worms, or Trojan horse programs installed with or without the knowledge of an authorised user.

You are responsible for all IP traffic originating from your UK Online connected machines and networks, whether that IP traffic is originating with your prior knowledge, or otherwise. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating traffic which contravenes this AUP once notified of such activity by the UK Online abuse team.

In the event UK Online becomes aware of any such machine being connected to the UK Online Network UK Online may take any of the actions outlined in Clause 8 below.

### 3. EMAIL USE

UK Online will investigate complaints regarding e-mail and may take action based on the rules set out below. If an e-mail message is found to violate one of the policies below, or to contain unlawful material, as described in Clause 1 above, UK Online may take action as outlined in Clause 8 below.

You may not send e-mail to any user who does not wish to receive it, either at UK Online or elsewhere. UK Online recognises that e-mail is an informal medium, however, Users must refrain from sending further e-mail to a user after receiving a request to stop.

Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. You may send advertising material only to addresses that have specifically requested it. UK Online will not forward mail of accounts terminated for bulk mailing or unsolicited advertising. Chain letters are unsolicited by definition and may not be propagated using the Service.

You may not send, distribute, or reply to mailbombs. Mailbombing is defined as either e-mailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent.

You may not use false email headers or alter the headers of e-mail messages to conceal their e-mail address or to prevent Internet users from responding to messages. You must not use any email address that you are not authorised to use.

Violations of the AUP outlined in this document can sometimes result in massive numbers of e-mail responses. If Users receive so much e-mail that UK Online's resources are affected, UK Online may shut down a User's account.

UK Online adhere to the ISPA guidelines for bulk unsolicited mail.

## 4. SERVICES INVOLVING ADVERTISING TO UNSOLICITED MAIL RECIPIENTS

You may not operate, host, provide hosting facilities to or assist in any way whatsoever any web site, email address, email service, ftp service or any other online service which is advertised or promoted by means of Unsolicited Bulk Email, Unsolicited Commercial Email, Excessive Cross-Posting or Excessive Multi-Posting to Usenet newsgroups, mass messaging via mediums such as IRC, ICQ and online Instant Messaging, or any other form of electronic communication which would be regarded as defined in this AUP as being abusive.

This prohibition applies whether the abusive communication takes place using the UK Online Network, or otherwise. Hosting providers in particular should take care to ensure that their own acceptable use policy includes a prohibition of services advertising to unsolicited email recipients, since UK Online reserves the right to demand immediate suspension of access to services advertising to unsolicited email recipients, once such services are drawn to the attention of the UK Online abuse team. In the event that such request for suspension results in inaction, UK Online may suspend access to the IP address(es) concerned by technical means.

## 5. USENET NEWS USAGE

UK Online does not operate or provide Usenet news servers for customer use, however in the event that Users access Usenet news via servers operated by third parties (or operate their own Usenet servers connected to the Internet using UK Online connectivity), the following Clause will apply in addition to any AUP operated by third parties involved.

The principles set out in the Clause will also apply in the event that Users access web based discussion groups hosted by third parties such as (but not limited to) MSN Groups.

Usenet consists of discussion groups covering a wide variety of topics, as do web based discussion groups such as MSN Groups. You acknowledge that some newsgroups contain language, pictures, or discussion of subjects intended for adult audiences. UK Online does not monitor access to Usenet newsgroups or the content of posts by Users or users at other sites. Accordingly, UK Online is not responsible for the content of any posting made to Usenet.

UK Online will investigate complaints regarding posts of inappropriate material to Usenet by Users and UK Online may, at our sole discretion, take action based on the rules set out below. Criteria for determining whether a post is inappropriate include: the written charter of the newsgroup(s) in question; the established Usenet conventions outlined below; the system resources consumed by the posting; and applicable laws.

If a newsgroup posting is found to violate one of the policies below, or to contain unlawful material as described in Clause 1 above, UK Online may require that postings of such articles must cease, and/or may take action as outlined in Clause 8 below.

Usenet news articles posted by Users must comply with the written charter of the newsgroup to which they are posted. If a newsgroup does not have a charter, its title may be considered sufficient to determine the general topic of the newsgroup. You are responsible for determining the rules of a newsgroup before posting to it.

Established Usenet conventions ("Netiquette") prohibit advertising in most Usenet newsgroups. You may post advertisements only in those newsgroups that specifically permit them in the newsgroup charter. Some newsgroups may permit "classified ads" for single transactions between private individuals, but not commercial advertisements. You are responsible for determining whether or not a newsgroup permits advertisements before posting.

Netiquette prohibits certain types of posts in most Usenet newsgroups. Types of prohibited posts include chain letters, pyramid schemes, encoded binary files, job offers or listings, and personal ads. You may post these types of message only in newsgroups that specifically permit

them in the charter (if any). You are responsible for determining whether or not a newsgroup permits a type of message before posting.

You may not alter the headers of posts to Usenet to conceal their e-mail address or to prevent Internet users from responding to posts, except by adding a clause or character to the email address or domain name to foil programs that gather email addresses from Usenet posts.

Only the poster of a Usenet article or a system administrator responsible for the server through which it was posted has the right to cancel the article. You may not cancel Usenet articles that you did not post. The sole exception to this rule is for moderators of formally moderated newsgroups where the moderator of a newsgroup may not post any articles in a newsgroup he or she is moderating.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages that contain no substantive content to a newsgroup to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

You may not excessively post the same or similar article to multiple unrelated newsgroups.

## **6. WORLD WIDE WEB USAGE**

You are solely responsible for the content of Web pages owned and/or operated by you.

UK Online reserves the right to remove any Web page on the UK Online servers at any time and for any reason.

UK Online will investigate complaints regarding inappropriate material on Web pages within our domain and UK Online may, in our sole discretion, require that the material be removed or take action as outlined in Clause 8 below.

You may not use World Wide Web pages within or outside our domain to violate any part of the AUP, or to attempt to disrupt the pages or Internet experiences of other users.

Users whose web pages are generating excess traffic may receive a warning from UK Online. Continued excessive use of our free web server resources may result in termination of the entire account.

## **7. INTERNET RELAY CHAT (IRC) USE**

UK Online does not operate or provide IRC servers for customer use, however in the event that Users access IRC via servers operated by third parties (or operate their own IRC servers connected to the Internet using UK Online connectivity), the following Clause will apply in addition to any AUP operated by third parties involved.

UK Online neither operates nor provides IRC servers for customer use and does not monitor IRC channels hosted on IRC servers hosted by third parties accordingly, UK Online is not liable for the content of any communication made on IRC.

UK Online will respond to complaints of inappropriate behaviour on IRC, and may take action based on the rules below. If the User's behaviour is found to violate any UK Online IRC policy, or to involve unlawful material, as described in Clause 1 above, UK Online may take action as outlined in Clause 8 below.

Users may not engage in "flooding". Flooding is understood as deliberately repeating actions in quick succession in order to fill the screens of other users with text.

Users may not maintain more than 3 simultaneous IRC connections from one account. This includes the use of automated programs, "bots" and "clones". A "bot" is a program written by a

User to automatically execute IRC commands. Each bot counts as one IRC connection. You may run bots as long as the total number of connections does not exceed 3, as long as bots are permitted by the IRC server to which they are connected and the bots' activities do not violate any UK Online IRC guideline. Bots may not be run while the User is not logged in.

A "flash" is a message, which contains control code information designed to disrupt a user's terminal emulation or session. You may not send or relay such messages via any medium, including IRC.

One or more users with operator privileges or "ops", control each IRC channel. The holder of ops on a channel has the ability to remove any other User from that channel, temporarily or for as long as the channel exists. "Hacking" is defined as manipulation of IRC servers in order to harass or disconnect other users, or forcible seizure of ops on a channel for purposes of disruption or harassment. You may not engage in hacking or attempt to gain operator privileges for a channel without the permission of the current holder(s) of ops (if any) on that channel.

As stated above, the holder of ops on a channel has the right to remove any Users he or she considers offensive. Users who are removed have the option to move to another channel or create a channel of their own, where they hold operator privileges. You may not attempt to return to a channel after being banned from it.

Any user has the ability to screen out messages from a User that they find objectionable, using the "ignore" command. You may not attempt to continue sending private messages to a user after being ignored.

You may adopt any available nickname for use in IRC, however, the "whois" command can be used to discover the username and hostname of any IRC user. You may not attempt to disguise your username or hostname in order to impersonate other users or to use IRC anonymously.

## 8. INVESTIGATION

UK Online has in place a procedure for handling your complaints about material stored and/or accessed via the Service. If you wish to make such a complaint, please ensure that you make your complaint by email to [abuse@easynet.net](mailto:abuse@easynet.net). If you do not use this facility UK Online cannot guarantee that your complaint will be dealt with promptly.

UK Online reserves the right to investigate suspected violations of the AUP. When UK Online becomes aware of possible violations, UK Online may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers. Much of the AUP reflect acts that may constitute breaches of United Kingdom legislation or regulations and may in some cases carry criminal liability.

During an investigation, UK Online may suspend the account involved and/or remove the material involved from our servers. Such action may include temporary or permanent removal of material from our servers, the cancellation of newsgroup postings, warnings to the User responsible, and the suspension or termination of the account responsible. UK Online will determine what action will be taken in response to a violation on a case-by-case basis.

You acknowledge that UK Online may be required by current or future law or regulation, including but not limited to the Regulatory of Investigatory Powers Act 2000, to access, monitor, store, take copies of, or otherwise deal with your data stored on or transmitted by the Service. Without limitation, you expressly authorise UK Online to use your personal data and other account information in connection with any such investigation, including by disclosing it to any third party authority that UK Online considers has a legitimate interest in any such investigation or its outcome.

UK Online reserves the right to terminate the Service with immediate effect and without further obligation or liability to you as required by any law enforcement organisation or by the Courts or any relevant regulatory authority.

## **9. INDEMNITY**

You agree to indemnify and hold UK Online and the UK Online group of companies, its affiliates, officers, employees and agents harmless against all claims, actions, demands, costs (including legal costs and disbursements), expenses, losses and damages arising out of or incurred as a consequence of your breach of this AUP or breach of this AUP by anyone permitted to use the Service by you.

## **10. REGULATION OF INVESTIGATORY POWERS (RIP) ACT**

UK Online will take action to comply with the provisions contained in the RIP Act and any regulations enacted under it and shall fully co-operate with the UK authorities empowered under the Act.

## **11. INTERNET WATCH FOUNDATION**

UK Online subscribe to and shall abide by advice given by the independent industry body, the Internet Watch Foundation ("IWF") in relation to content of the Internet. For further information regarding IWF and its policy, please refer to <http://www.iwf.org.uk>