

# Acceptable Use Policy

Designed to protect the security and reliability of our services

Our Acceptable Use Policy provides some guidelines on using our services safely and responsibly so that you don't inadvertently compromise the security or reliability of our systems, our services, or your web site.

**Our Acceptable Use Policy is part of our Service Agreement with you.**

## 1. Our Service Agreement

This "Acceptable Use Policy" is part of our Service Agreement with you. Our Service Agreement comprises the following documents:

1. [Terms of Service](#).
2. Acceptable Use Policy.
3. [Privacy Policy](#).
4. [Shared Hosting Refund Policy](#).
5. [Mass Email Policy](#).
6. Our "Service Agreement" may be also be referred to as the "Agreement".

## 2. Reasons for an Acceptable Use Policy

Whilst we are firmly committed to providing you with access to all of the advantages that our services offer, there are certain activities that may be damaging to the resources and services we provide, or to the internet in general. Our acceptable use policy is designed to:

1. protect our reputation as an innovative, reliable and responsible hosting provider;
2. comply with the laws of Scotland and the United Kingdom;
3. safeguard our ability to provide a reliable service to you and our other customers;
4. protect the security and privacy of our systems and network as well as the networks and systems of others;
5. protect the privacy and security of individual users;
6. encourage responsible use of the internet.

### 3. Restrictions

We reserve the right to remove any content, or to suspend or terminate your account without notice, or restrict access to services or resources, in part or in whole, if you use our services:

1. in a manner that causes damage to, or affects the integrity or performance of our servers and their data, or in a way that affects our ability to provide our services to other customers without limits or interruption, or;
2. where the presence of a site you control, or a service or resource you are using, adversely affects our ability to provide our services to other customers. This includes any web site or service where you are using excessive resources, or;
3. in a manner which is illegal or unlawful, or likely to subject us to liability, or;
4. in a manner which is defamatory, fraudulent, indecent, offensive or deceptive, or;
5. to threaten, harass, abuse or intimidate others, or;
6. to damage our name or reputation, or that of our partners and agents, or;
7. to host, store, manipulate, or make available anything that is unlawful or illegal, or;
8. to host material or data that contains:
  1. adult content such as pornographic images, text, and sound files, or;
  2. hyperlinks to sites with pornographic images, text, and sound files, or;
  3. adult verification systems, or;
9. to host material that is, in our reasonable opinion, defamatory, menacing, constitutes an illegal threat, is obscene, or is in breach of third party intellectual property rights or trade secrets, or;
10. to obtain or attempt to obtain unauthorised access to any computer or service, to break or attempt to break security on any computer network, including our own, or to access, or attempt to access a computer, account, resource, service, or information which does not belong to you, or;
11. to install network scanners or packet analysers, or any other software or programme designed to "snoop" on network activity, or;
12. to carry out
  - intrusion scans, port scans, stealth scans, and other activities designed to assist in hacking, or;
  - Ping scans and Ping floods, or;
  - Mail host relay use or hijacking, or;

- Telnet or FTP to internal systems, or;
  - attempts to access privileged or private TCP or UDP ports, or;
  - multiple or frequent Finger attempts, or;
  - IP Spoofing or masquerading, or;
  - Syn Floods, or;
  - OOB Attacks, or;
  - Password cracking or guessing schemes, or;
  - SNMP attempts, or;
  - Source route spoofing, or;
13. to operate IRC Services, or;
  14. to operate File Download or File Sharing services, or;
  15. to host multimedia content such as audio and video unless it is streamed to the user, or;
  16. to host Warez or links to Warez sites, or;
  17. to run any type of mailing list unless a "Mass Emailing account" has been created for you by us, or;
  18. to promote the services being provided by us in such a way that you would breach this Policy in any circumstances.

#### 4. Shared Hosting

1. You will be provided with services and other resources commensurate with the service or hosting plan you have chosen. Additional resources or services can be provided at any time for an agreed cost if your selected hosting plans allows additional resources or services to be added.
2. Web site data backup is provided as a courtesy only. We do not guarantee the integrity of any file that is backed up to our systems, and we do not guarantee that any previously backed-up file will be available or restorable from our backup system. You are ultimately responsible for maintaining your own file backups – including backups of any databases you have set up – on your own systems or computers.
3. We reserve the right to remove any content, or suspend or terminate any account, under any of the following circumstances:
  1. The site or server gets an abnormally high number of hits outside the bandwidth

- or data transfer allowance, or;
  - 2. Your web site contains scripts that attempt to override server settings such as server timeouts or maximum HTTP file upload sizes, or;
  - 3. Your site contains scripts that attempt to access other sites on the same server or other server resources that you do not have specific permission to access, or;
  - 4. Scripts that operate processor, memory, or disk intensive operations.
4. You cannot use any Shared Hosting service provided by us:
- 1. to store files that are not used directly by your web site. The directory space provided must not be used to archive or store any other file. Any file in a zipped or archive format is not allowed, or;
  - 2. where, in our reasonable opinion, the account has been used inappropriately, or;
  - 3. to resell your web space or any service being provided by us, or;
  - 4. as a development platform for testing code, programmes, or applications, or;
  - 5. to charge for access to any information or output provided by us unless the service has been provided by us as a service you can charge other users for.
5. Concurrent internet connections on shared hosting accounts are limited to the following:
- 1. Plan 4 – 50
  - 2. Plan 3 – 100
  - 3. Plan 2 – 150
  - 4. Plan 1 – 250
6. Maximum Bandwidth on shared hosting accounts are limited to the following:
- 1. Plan 4 – 100Mbps
  - 2. Plan 3 – 100Mbps
  - 3. Plan 2 – 1000Mbps
  - 4. Plan 1 – 1000Mbps
7. Maximum Burstable CPU Usage on a single CPU core for shared hosting accounts are limited to the following:

1. Plan 4 – 20%
2. Plan 3 – 30%
3. Plan 2 – 35%
4. Plan 1 – 35%

8. Internal communication between your web site and services such as shared databases, email servers, FTP, and Web Statistics Servers operates at 1Gbps (1024Mbps).

## 5. **General**

1. You are responsible for ensuring that the data contained within any web site or service under your direct or indirect control does not break any UK law or any law in your home country.
2. You are responsible for the use of your account and its users at all times.
3. If you create services or user accounts on shared resources such as email servers, databases, or web statistics but do not access these services or use them for 3 consecutive months, the account or service you created will be deleted without further notice and your ability to create more of these resources or accounts may be restricted

## 6. **Personal Details**

1. You must provide accurate and correct personal details including name, address, contact email and any other detail as required or requested when signing up for our services. Providing inaccurate data is a substantial breach of our Agreement and will result in your account being terminated or suspended immediately without notice.
2. You must maintain accurate, up-to-date, and correct personal address, email, and other contact details in the Control Panel. Any changes to these details or billing address must be reported to [billing@network-online.co.uk](mailto:billing@network-online.co.uk).
3. Any attempt to hide personal details, or create user accounts without accurate and full contact details is a breach of this Agreement and may result in immediate suspension or termination without notice.

## 7. **Excessive Resources**

Shared resources are designed to be used by several web sites, domains, or user accounts at the same time. Any web site, domain, or user account using excessive resources does so to the

detriment of other users. With this in mind, we have defined what we consider to be excessive usage on any shared service or resource, which is:

1. Without prejudice to Clause 3 or Clause 4, excessive resource use on a shared web server, or any other shared resource (e.g. Database Servers, FTP Servers, Email Servers), is interpreted as any web site, domain, or user account that uses 25% or more of a server's CPU, network connection, bandwidth, disk input/output, or memory resource for more than 60 consecutive seconds.

2. **Databases**

Databases can be resource intensive at the best of times and it is important that no single user uses excessive resources. Therefore, limits have been placed on what are considered reasonable limits to consecutive connections and database size. These are:

1. Concurrent connections of all shared MySQL Servers are not limited for each user although individual account limits may be applied at our sole discretion from time-to-time to protect resources and to limit the effect on other customers. If a limit has been placed, it may be increased if required at our sole discretion, but tighter coding and proper closing of connections within applications must be carried out first to reduce the number of open or concurrent connections required and/or to reduce the resources being consumed.
2. Due to the better connection-pooling capabilities of .asp and asp.net applications, concurrent connections by a user account on shared and/or free SQL Server database servers must not exceed 10 concurrent connections.
3. The absolute maximum database size on all shared or free database servers is 1000MB plus an additional 500MB of log files if relevant.
4. Any database or user account on our shared MySQL database servers who generate excessive errors or slow queries as reported in the MySQL Error logs will be given an opportunity to resolve these issues as long as they are not causing performance problems on the MySQL database servers. If these issues are not resolved within 7 days, access to the shared resource will either be restricted to a single concurrent connection or access to the resource will be removed. Access will only be granted again once the problem has been solved.
5. Any database or user account on our shared MS SQL 2008, MS SQL 2012, or MS SQL 2014 database servers who generate excessive expensive queries as reported in the MS SQL Server logs will be given an opportunity to resolve these issues as long as they are not causing performance problems on the MS SQL database servers. If these issues are not resolved within 7 days, access to the

shared resource will either be restricted to a single concurrent connection or access to the resource will be removed. Access will only be granted again once the problem has been solved.

3. If a web site, domain, or user account uses excessive resources, we reserve the right to suspend access to that service until the matter can be resolved, or a resource or service dedicated to that web site, domain, or user account has been set up and paid for.

## 8. **Electronic Mail**

1. If your actions, behaviour, or your use of our services cause any of our IP addresses or email servers to be listed on a major anti-spam list (such as Spamcop, Spamhaus, or Sorbs) as a source of spam, or affect our ability to deliver our emails by causing emails being delivered from our server to be banned or deferred by a major email server operator such as Yahoo, Google or any provider with more than 1000 email user accounts, then that will be a material breach of our Service Agreement and we reserve the right to terminate or suspend your account without notice.
2. We operate a zero tolerance policy towards Spam. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, or maintaining an open SMTP policy. We, or our network and bandwidth providers, reserve the right to determine, at our sole discretion, whether e-mail recipients were from a confirmed opt-in email list. You may not use your account for the following purposes:
  1. to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious information, unless the recipient has specifically requested it by a confirmed opt-in system.
  2. To collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.
  3. To send a number of copies of the same or similar message, or very large messages or files, with the intent to disrupt a server or account ("mail bombing").
  4. To harass or intimidate others. If a recipient asks to stop receiving email, you must not send that person any further messages.
  5. Forward or propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such

mailings.

6. To collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider.
  7. If you use the services of another provider to promote a web site hosted by or through us, the provisions of this Acceptable Use Policy shall apply to the methods used to promote such a site.
  8. If a complaint about Spam can be confirmed from our Log Files or the evidence provided by the complainant, your account will be terminated immediately and the domain name, and all files associated with your account, will be removed from our servers and backup facilities. No refunds will be provided on unused Credit, and you will be liable to pay us all costs associated with rectifying any damage caused – such as being banned by an anti-spam list or email server operator – and the time taken to resolve the matter.
3. The Forging, altering or removal of electronic mail headers is prohibited ("spoofing").
  4. For the avoidance of doubt, **you cannot send mass emails using our shared email servers**. Anyone attempting to send a mass email using these servers will have their emails stopped by our anti-hijack system and these emails will be deleted. Continued abuse of this system will lead to access to the shared email server being withdrawn for the offending domain or account.
1. Mass Emailing accounts are available to some hosting plans. These accounts are set up manually only after we are satisfied that the list operates the following procedures:
    1. all addresses on the list have been collected legitimately using a confirmed opt-in system
    2. all addresses on the list have joined the list from the domain that is using the list.
    3. all emails sent to this list must contain full company details including name, address, telephone number and email address
    4. all emails sent to the list contain a removal message or email address for removal and this link or email address must accept incoming emails.



5. requests for removal, or email address that are "bounced", are permanently removed from the list within 24 hours and no further emails are sent to that recipient.
6. the sender from and return email address must be a live email account that accepts incoming emails.

Additional requirements may exist for mass email accounts. More information can be found in our [Mass Emailing Policy](#).

## 9. Viruses and Destructive Activities

1. You must ensure that any content or file loaded on to the server does not contain any unauthorised code and is free of viruses, worms, Trojans or other malicious code. For the avoidance of doubt, malicious or unauthorised code can be interpreted as:
  1. code, scripts or programmes (contained within a legitimate program or script, or image) that performs functions which attempt to over-ride server-wide settings, or access, damage, destroy, or alter data, or access user accounts, files, services, servers or networks that you are not specifically authorised to access, or uses excessive resources, or causes a breach of any clause under this Service Agreement, or;
  2. a legitimate program that has been altered by the placement of code within it that performs functions which attempt to over-ride server-wide settings, or access, damage, destroy, or alter data, or access user accounts, files, services, servers or networks that you are not specifically authorised to access, or uses excessive resources, or causes a breach of any clause under this Service Agreement, or;
  3. Any program that appears to perform a desirable and necessary function but which (because of code within it) performs functions which attempt to over-ride server-wide settings, or access, damage, destroy, or alter data, or access user accounts, files, services, servers or networks that you are not specifically authorised to access, or uses excessive resources, or causes a breach of any clause under this Service Agreement, or;
  4. code designed to conceal itself and/or destroy, alter, damage, or read data that the User has not been specifically authorised to view.
2. You may not use our facilities or services for any of the following activities:

1. Creating or sending Internet viruses, worms or Trojan horses
  2. Pinging, flooding or mailbombing, or engaging in denial of service attacks
  3. Engaging in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use our services, or any connected network, system, or equipment, or conduct their business over the Internet.
3. Network attacks related to your server or domains may result in immediate suspension or termination.

#### **10. Dedicated, Managed, VPS, and Colocated Servers**

1. You must not disable or alter any security programmes or settings set by us, including anti-virus programmes, software firewalls, registry settings, and account policies, without our express permission.
2. You must not create an open SMTP, or other email, relay.
3. You must not remove or interfere with any administrator accounts that we set up to allow us to access your server either locally or remotely. To do so is a material breach of our Acceptable Use Policy.

#### **11. Miscellaneous**

1. We reserve the right to ban IP addresses or IP address blocks from accessing our servers or network.
2. Abusive language, threats, intimidation, or harassment of our staff, whether verbal or written, is unacceptable and is a substantial breach of our Agreement and will lead to immediate termination.

#### **12. Complaints about breaches to our Service Agreement by a user of our services.**

1. Complaints about Violation or Breaches of our Acceptable Use Policy or Service Agreement can be sent to [abuse@network-online.co.uk](mailto:abuse@network-online.co.uk)