

Redefine**IT** Limited

Acceptable Use Policy

1 Introduction

- 1.1 This policy applies to any Services provided by the Supplier to the Customer. This Policy is subject to change, so please check regularly for updates. This Policy is designed to be a guideline and is not exhaustive in the description of use.
- 1.2 For definitions of the terms used in this document please refer to the Redefine IT Limited Terms and Conditions.
- 1.3 The Supplier may provide Additional Services through a third party provider. This Acceptable Use Policy incorporates any Acceptable Use Policy of any such third party provider and so failure to adhere to this policy may result in the third party provider withdrawing the Additional Service. In these circumstances the Customer accepts that it may be liable to any costs expenses or liabilities incurred by the Supplier as a consequence of any failure by the Customer to adhere to the Acceptable Use Policy.

2 Use of Services

- 2.1 The Supplier reserves the right, at its sole discretion, to suspend or cancel a Customer's access to any or all Services provided by the Supplier, where the Supplier decides that the account or Equipment has been inappropriately used. The Supplier and/or any third party provider reserves the right to refuse to provide the Services and/or access to its servers to anyone.
- 2.2 The Supplier may offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate website content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any material which does not comply with our content guidelines (see Section 5).
- 2.3 The Supplier will suspend access to, or cancel, an account which:
 - 2.3.1 Contains invalid or fraudulent details.
 - 2.3.2 Initiates a payment card chargeback.
- 2.4 The Supplier also reserves the right to remove any content for any reason, including but not limited to, the Customer's violation of any conditions of this Acceptable Use Policy. The Supplier's right to remove inappropriate content shall not extend to editorial rights over the content.

3 Eligibility

- 3.1 The Services are available only to users who can form a legally binding contract under applicable law. By using the Services, the Customer represents and warrants that it recognized as being able to, and properly authorised, to form legally binding contracts under applicable law.

4 Acceptable Use Guidelines of Services

- 4.1 The Customer may not use the Services:
 - 4.1.1 in any way that breaches any applicable federal, state, local or international law or regulation or other provisions having the force of law;
 - 4.1.2 in any way that is fraudulent or misleading;
 - 4.1.3 to host any material which is in breach of our content guidelines (see Section 5);
 - 4.1.4 to create or maintain sites that generate system errors or exceptions that disrupt server performance or cause server wide outages. This includes overriding or avoiding system settings and restrictions imposed by the Supplier or any third party provider.
 - 4.1.5 to transmit, or otherwise permit any unsolicited or unauthorized advertising or promotional material or any other form of similar marketing material, also known as SPAM;
 - 4.1.6 to publish or otherwise distribute Warez or copy-written or other illegal material. The onus is on the Customer to prove that You own the rights to publish material, not for the Supplier to prove that You do not;

- 4.1.7 to participate in any file-sharing/peer-to-peer activities;
- 4.1.8 as a file backup store. All files uploaded to a domain on our servers must be visible and accessible by visiting that domain, unless they are hidden files needed to operate the website; we reserve the right to delete files which do not match these criteria without giving notice to you;
- 4.1.9 to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Web sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy Services, anonymous or otherwise, are not allowed;
- 4.1.10 to use excessive amounts of server resources. These include bandwidth, processor utilization and/or disk space; and
- 4.1.11 to offer HTTP downloads from your site, other than where the files are directly related to the subject matter of the site. We recommend you stream any multimedia content including audio and video files. Any downloads offered by You under this clause are subject to Sections 2.3, 4.1.6, and 4.1.10 of this Acceptable Use Policy. The Supplier reserves the right to archive any download content we do not believe to be necessary for the normal operation of the site, and the definition of this is entirely at the discretion of the Supplier.

5 Content Guidelines

- 5.1 These content guidelines apply to any and all Services provided by the Supplier to You.
- 5.2 Material published to or transmitted through our, or any third party provided, servers must:
 - 5.2.1 be accurate (where stating facts); and
 - 5.2.2 comply with applicable law in accordance with Section 4.1.1 of this policy.
- 5.3 Material must not upload, transmit, disseminate, post store or post links to any content that:
 - 5.3.1 is defamatory of any person;
 - 5.3.2 is obscene, offensive, or inflammatory;
 - 5.3.3 contains any adult material or images or information relating to minors. Adult material includes all pornography or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of the Supplier;
 - 5.3.4 facilitates hacking or unauthorised access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures.
 - 5.3.5 interferes with service to any user, system or network by flooding techniques, overloading a system or a network, staging or broadcasting an attack, or any other means resulting in a crash of a host either deliberately or by negligence;
 - 5.3.6 contains viruses, worms, trojan horses, time bombs, trap doors, or any other computer code files or programs or repetitive requests for information designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment;
 - 5.3.7 infringes or contributes to the infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any third party;
 - 5.3.8 is likely to deceive any person;
 - 5.3.9 promotes or assists any illegal activity;
 - 5.3.10 be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; or

5.3.11 be used to misrepresent your identity or affiliation with any person or organization.

5.4 You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

6 Enforcement

6.1 We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of the Additional Services. When a breach of this policy has occurred, the Supplier may take such action as we deem appropriate in accordance with Section 2.1 of this Acceptable Use Policy.

6.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms and Conditions upon which you are permitted to use the Additional Services, and may result in our taking all or any of the following actions:

6.2.1 immediate, temporary or permanent withdrawal of your right to use the Additional Services;

6.2.2 immediate, temporary or permanent removal or archiving of any content in breach of our Content Standards (as defined in Section 5 of this Acceptable Use Policy) uploaded to our servers;

6.2.3 issue of a warning to you;

6.2.4 issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

6.2.5 further legal action against you; or

6.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6.3 The Supplier excludes liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we (or any third party provider) may take any other action reasonably deemed appropriate.

7 General

7.1 Any third party provider may have a Police Liaison function and both the Supplier and third party provider are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

7.2 The Acceptable Use Policy shall be applicable to the Additional Services provided and are published by reference to the following link [<http://www.rise.co/terms-of-service>.]

7.3 The Supplier's business is continually evolving and as such reserves the right to change its published Acceptable Use Policy from time to time. It is the Customer's responsibility to regularly review the Acceptable Use Policy for any changes which will be published on the Supplier's web page (see link above). The Customer acknowledges and undertakes to ensure that any changes to the Acceptable Use Policy shall be brought to the attention of its management and staff and that its management and staff will comply with the Acceptable Use Policy as amended from time to time.