



## Acceptable Use Policy

### Introduction

Tagadab has created this Acceptable Use Policy (AUP) for our customers to protect our resources, our customer's resources, and to ensure that Tagadab Ltd complies with all relevant UK Laws. This AUP must be read in conjunction with our Terms and Conditions.

It is the responsibility of our customers to ensure that they comply with the latest edition of our AUP at any given time.

This AUP may be revised, without notice, at any time, at the sole discretion of Tagadab Ltd. Purchase of our services is deemed to be an agreement to our Terms and Conditions and AUP.

In the event of a customer breaching the terms of this AUP or our Terms and Conditions, Tagadab Ltd reserve the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

If you have any questions about either our AUP or Terms and Conditions, please don't hesitate to contact our Customer Service Team on 0845 045 1101 between 09:00 and 18:00 Mon – Fri.

### Compliance with UK Law

It is an offence under UK law to transmit, receive or store certain types of files. Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts which include but are not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents and registered trademarks. Customers are therefore not permitted to use their Tagadab Ltd services in such a way as to violate intellectual property rights. Tagadab Ltd will aid any rights holders in the enforcement of the holder's rights where necessary and will terminate services if needed to enforce those rights.

The Data Protection Act 1998 imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties may constitute a criminal offence. Customers who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

Under the Electric Commerce (EC Directive) Regulations 2002, Tagadab Ltd is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

### Compliance with Foreign Law

Due to the global reach of the Internet it is possible for our customers to be in breach of the laws of foreign countries. Customers are therefore advised to take due care and all reasonable action to ensure that they do not violate the laws of foreign countries. Customers who have opted to have their servers hosted in the US are advised to ensure that their use of our services does not break US law.



## Warranties and Disclaimers

Our service warranties and liabilities are fully covered in our Terms and Conditions.

## Irresponsible Usage

The customer accepts and acknowledges that they have a responsibility to ensure that their Tagadab products and services are not used in an irresponsible manner. Activities deemed to be irresponsible by Tagadab Ltd include, but are not limited to, bulk unsolicited e-mailing (spamming), the hosting of fraudulent or 'phishing' sites, the use of Tagadab Ltd products and services in an attempt to circumvent the security of third party machines and networks and the exceeding of service quotas allocated to your product (i.e. exceeding data transfer allocation). The use of email address lists obtained from third parties is not allowed. Email address lists may be used for sending bulk emails only if they are compiled from double opt-in registration on the customer's own site. You may not use a third party to advertise, by bulk email, any website housed on your Tagadab server.

Tagadab hosting services must not be used for:

- the hosting of adult content
- the transit of VPN tunnels where neither end of the tunnel terminates on the Tagadab service
- the provision of services which route traffic through the server in such a way as to disguise the true source of the traffic (e.g. anonymous proxy or VPN services)
- any open recursive DNS services
- content delivery network services

Use of the following technologies is not permitted without the prior consent of Tagadab:

- connection to p2p or bittorrent networks
- running IRC servers
- running proxy servers of any type
- the sending of bulk emails, defined as the sending of the same email, or emails which are substantially the same, to more than ten email addresses
- hosting content on Tagadab services which is advertised or linked to by a bulk e-mail campaign, even if this campaign is not run from a Tagadab service.

Any offer of 'unlimited bandwidth' associated with any hosting product is made on the condition that the hosting service will not be used for

- streaming including but not limited to Shoutcast services, flash content, video or audio conferencing or streaming, or the real-time delivery of media files
- file sharing via peer to peer file networks
- content linked from external sites
- virtualization of the server for resale of virtual machines
- use of virtualisation techniques which split your server into two or more virtual machines

Tagadab reserves the right to suspend cancel any service on any shared platform (including Virtual Servers) which is affecting the ability of the platform to provide acceptable levels of service to other services on the same platform.

If we determine that a customer's products are being used irresponsibly we will notify you via e-mail of the situation. If you have not acted to resolve the reported issue within 24 hours we reserve the right to



suspend your services immediately and indefinitely until such a time that the reported issue(s) are resolved. Failure to resolve the issue(s) in a timely fashion could result in the termination of your Tagadab Ltd products and services.

If we determine that a customer's products are being used in breach of this AUP, we reserve the right to suspend the customer's service immediately and without prior notification. You will be informed of the suspension and if you have not acted to resolve the reported issue within 24 hours we reserve the right to terminate your Tagadab products and services on a given date.

## Security and Privacy

When you purchase Tagadab products and services you will be required to set an account password and administrative passwords for your products. These passwords and relevant logins must be secure (understood to mean a minimum of 8 characters using a mix of lower and upper case letters, numbers and symbols) and kept confidential by you, the customer.

Passwords for your Tagadab Ltd products must be kept secure, and must not be disclosed to third parties, with the sole exception of Web designers/IT professionals who have been contracted to help you create and maintain your website. You must immediately notify Tagadab Ltd if you believe that an unauthorised third party has access to your password so that we can take measures to secure your account. Tagadab Ltd accepts absolutely no liability in cases where an account password has been compromised.

Customers are responsible for all content hosted on and traffic generated by their Tagadab Ltd products and services. Where applicable (i.e. on dedicated and virtual server products), customers are responsible for ensuring that all software installed is regularly updated and patched to the latest stable version available. Publically-available services (i.e. mail and proxy servers) running on customer servers must not be remotely exploitable. Equally where a customer has hosted dynamic content on a Tagadab Ltd product or service, they are responsible for ensuring that any scripting etc. used to produce that content is secure and designed to prevent abuse or exploitation.

Any attempt to breach the security of any machine or network is prohibited. Customers attempting to gain unauthorised access to machines or networks will have their Tagadab Ltd services terminated and where applicable Tagadab Ltd will initiate legal sanctions against the customer. Non- Tagadab Ltd customers attempting to breach our security will be prosecuted where possible and we ask that Customers remain vigilant for attacks on products administered by them.

## E-mail

Customers may not use Tagadab Ltd Services to send unsolicited bulk e-mail (UBE or 'spam'). Customers with dedicated and/or virtual server products running mail server software are required to ensure that any SMTP servers are secured and cannot function as 'open relays'.

Customers may not host any website or content on Tagadab services which is advertised or linked to by UBE or spam e-mails. Any external bulk mailing campaign that advertises or links to content on the Tagadab network must meet the same standards as bulk mailing campaigns run directly from the Tagadab network, i.e. all addresses on the mailing list must be sourced directly (not obtained via a third party) and be double opt-in.

## Hosting (Shared)

The customer is responsible for all content on their website and all files stored in their allocated web-space. It is the sole responsibility of the customer to ensure that their data is protected by a robust backup strategy and Tagadab Ltd accept no liability for any data loss suffered by the customer for any



reason. It is the customer's responsibility to ensure that the contents of their website comply with all applicable UK laws and EU directives, and that their website does not infringe upon the intellectual property rights of third parties.

### **Hosting (Dedicated and Virtual)**

The customer is solely responsible for all content on their server. It is the sole responsibility of the customer to ensure that their data is protected by a robust backup strategy and Tagadab Ltd accept no liability for any data loss suffered by the customer for any reason. It is the customer's responsibility to ensure that the contents of their server comply with all applicable UK laws and EU directives, and that any websites and/or content hosted on their server do not infringe upon the intellectual property rights of third parties.

To ensure the integrity of our network, Tagadab Ltd reserve the right to suspend any server if it is deemed to be causing excessive load on the network infrastructure or otherwise impairing Tagadab's ability to provide a good service to its customers.

### **Actions following a Breach**

Following a breach of this AUP the action taken by Tagadab Ltd will depend on the circumstances of the breach. Where possible, and particularly where the breach is likely to have been caused by actions of third parties (for example following a server compromise) or as a result of an innocent mistake, we will endeavour to resolve the problem without causing an interruption to the customer's service.

However, Tagadab Ltd. reserves to right to take whatever action it deems necessary, which may include the immediate suspension or cancellation of services. In many cases these will be lifted as soon as the customer has remedied the situation, but Tagadab Ltd. may require written confirmation from the customer that they will not breach the AUP in future.

In the event of service cancellation of services resulting from a breach of this AUP, or our Terms and Conditions, no refund will be due.