

**MANDATORY ACCEPTABLE USE POLICY
FOR CLIENTS USING ATLAS BUSINESS PRODUCTS AND SERVICES**

Please note that in this AUP, "we"/"us"/"our"/"Atlas Business" denotes Atlas Business Group of Companies Ltd, company number 03204893, registered office Datum House, Electra Way, Crewe, Cheshire, CW1 6ZF England, and "you"/"your" denotes you the customer.

To use Atlas Business products and services, you must comply with the provisions of this ACCEPTABLE USE POLICY ("AUP") at all times.

This AUP applies to every Atlas Business product and service and your use of them. For some products and services there are particular points to which you must conform when you are using that product or service. **Appendices A through D** of this document give further guidance as to how this AUP is applied to specific Products and services. It is your responsibility to ensure your compliance with all applicable provisions of this AUP. If you have any comments or queries, or there is any provision that you do not understand, please feel free to email any enquiry to us.

You must not use your Atlas Business product/service for any illegal purpose. Your traffic over the internet may traverse other networks, or use other services which are not owned or operated by Atlas Business. You must abide by the acceptable use policies and other terms and conditions imposed by the operators of those networks and services.

Atlas Business may, at its sole discretion, run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays). By accessing the Internet via Atlas Business services such as a Leased Line, National Ethernet, DSL services, IP Transit or Standard Dialup Account, you are deemed to have granted permission for this limited intrusion onto your networks or machines.

You are required to accept email addressed to "postmaster" at your address. For example, if you have the hostname "domain" or the domain "example.co.uk", then you should accept email addressed to postmaster@domain.com or postmaster@example.co.uk respectively.

You will be deemed to have read any and all such postmaster-addressed email. Atlas Business may take action on the basis of this assumption.

Your usage of the Internet must conform to community standards. It is not possible to codify exactly what constitutes "acceptable use" and "unacceptable use" or abuse of the Internet. These terms depend upon the many informal understandings which have arisen between the administrators, owners and operators of the computers and networks that together constitute the Internet, and of which Atlas Business is only one participant among many.

However, Atlas Business's relationship with other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behaviour by its customers. Atlas Business cannot

allow any behaviour by customers which negatively impacts upon our own equipment or network, or upon the use by other customers of the internet, or which damages Atlas Business's standing in the wider internet community. Therefore, it is important that when activity that might constitute abuse occurs, that Atlas Business takes appropriate action - if it did not, and such abuse was permitted to continue, Atlas Business would lose the confidence of the wider internet community, which in turn would significantly impair Atlas Business customers' freedom to use the internet.

This AUP and its day-to-day application by Atlas Business are a result of Atlas Business's consideration of both the formal and informal practices of the internet community.

The Appendices to this AUP are intended to assist customers in understanding the types of issues that can arise and what Atlas Business will consider to be unacceptable behaviour that does not conform to community standards. We will investigate suspected or alleged breaches of this AUP and in doing so we will endeavour to act reasonably and fairly at all times.

If you are found to have breached this AUP or the Conditions of Use or Terms and Conditions that apply to your service, we reserve the right in our sole discretion to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending or terminating one or more of your Atlas Business accounts, making an additional charge for our reasonable costs of investigating and dealing with the misuse, and/or blocking access to any relevant component(s) of our service to you.

If we suspend your access then this suspension may be lifted, at Atlas Business's sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future "abuse". All cases are, however, considered individually upon their merits. Without limitation, you expressly authorise us to use your personal data and other account information in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome. We have in place a procedure for handling your complaints about material stored and/or accessed via our service. If you wish to make such a complaint, please ensure that you make your complaint by email to abuse@atlasbusiness.com. If you do not use this facility we cannot guarantee that your complaint will be dealt with promptly.

If you need any further information regarding this AUP, then please contact us.

Please note that this policy covers all products and services provided originally by any company that subsequently became a wholly owned subsidiary of Atlas Business or whose internet assets were acquired by Atlas Business Group of Companies Ltd.

APPENDIX A : GENERAL INTERNET ACCESS AUP

For the complex network of networks which we call 'the internet' to function correctly it is essential that all of those who connect to it do so in accordance with generally accepted standards. Most customers of Atlas Business will be using commercial software which implements the technical aspects of connection for them, but there are some configuration issues, and some matters of simple politeness and common sense which everyone must take note of.

Atlas Business will therefore enforce appropriate sanctions against any of its customers who are responsible for serious abuse of the internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the customer's services, suspension of all internet access through Atlas Business, or termination of the customer's account(s).

For the guidance of customers on what Atlas Business considers to be unacceptable, some general issues are addressed below. There are other AUPs which cover specific services offered by Atlas Business, these are available on the website.

Please note that Atlas Business is not responsible for the content of external sites which are referenced by this AUP.

- 1) You must not use your internet connection for any illegal purpose. You should be aware that some material is illegal to possess or transmit. You should also note that unauthorised access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.
- 2) Your traffic over the internet may traverse other networks, or use other services, which are not owned or operated by Atlas Business. You must abide by the AUPs and other terms and conditions imposed by the operators of those networks and services.
- 3) Whilst connected to the internet your system must conform to all relevant IETF standards. The IETF (Internet Engineering Task Force) standards are a subset of the RFC (Request for Comments) collection and can be found at: <http://www.faqs.org/rfcs/>
- 4) You must not send packets onto the internet which have forged addresses or which are deliberately constructed so as to adversely affect remote machines.
- 5) Your machine or network must not be configured in such a way that others can exploit it to disrupt the internet. This includes but is not limited to ensuring that your network cannot be exploited as a "smurf amplifier".
- 6) You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.

7) You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to both material which originates on your system and also third party material which passes through it.

8) You must not run an "open mail relay", a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorised basis, then it must record its passing through your system by means of an appropriate "received" line.

As an exception to the ban on relaying, you may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorised or excessive use. However, you may not relay traffic from such an anonymous system via Atlas Business's servers, i.e.: you can only pass email from such a system to Atlas Business where this is the correct destination for final delivery.

9) All customers are required to accept email addressed to "postmaster" at their address (i.e.: postmaster@domain.com for the hostname "domain"). Customers will be deemed to have read any and all such email. Atlas Business may take action on the basis of this assumption.

10) Atlas Business, at its discretion, may run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays or smurf amplifiers). Customers are deemed to have granted permission for this limited intrusion onto their networks or machines.

11) Atlas Business provides access to the internet as part of a package of services. Atlas Business reserves the right to change this AUP for Internet Access at its sole discretion and without prior notice.

12) Any decision Atlas Business makes in relation to its services will be final on all matters. Some material is illegal to possess or transmit. You should also be aware that unauthorised access to computer systems could be an offence. Although many machines are connected to the internet for general access, it does not follow that you may access any computer system you come across. Whilst connected to the internet your system must conform to all relevant IETF (Internet Engineering Task Force) standards. The IETF standards are a subset of the RFC (Request for Comments) collection and can be found at: <http://www.ietf.org/rfc/>

APPENDIX B: EMAIL AUP

Exchanging email with other internet users is generally a matter of common sense and courtesy to others. The vast majority of Atlas Business customers will be able to use their own sense of what is appropriate to guide their behaviour when sending email and will have no problem in conforming to this AUP.

Regrettably, from time to time, some email is sent or actions taken which are considered to be unacceptable by the Internet community. This is usually described by the generic term of "abuse".

Much of what is deemed to be the proper use or the abuse of the email system cannot be found codified into a single set of documents, but is based on contracts and understandings that have arisen between the administrators and owners of those computers and networks which exchange email. This AUP and its day to day application is based on consideration of both the formal and informal practices of this community where Atlas Business is but one participant amongst many.

It is not always obvious whether such activity is innocent, inadvertent, or intentional. However, certain activities will result in action being taken by Atlas Business as described below.

It is most important that when abuse occurs Atlas Business takes appropriate action. If abuse was to continue unchecked Atlas Business could lose the confidence of the Internet community, which could significantly affect the ability of Atlas Business's customers to freely send and receive email. Atlas Business provides email services as part of the package of Internet access services. Atlas Business reserves the right to change this AUP for email services at its sole discretion and without prior notice.

Any decision made by Atlas Business in relation to this service will be final on all matters. Atlas Business will enforce appropriate sanctions against any of its customers who are responsible for serious "abuse". Such sanctions may include, but are not limited to, a formal warning, suspension of email access through Atlas Business's machines, suspension of access to the Internet through Atlas Business, or termination of the customer's account(s).

If a suspension of access is imposed, then this may be lifted, at Atlas Business's discretion, upon receipt of a formal written undertaking not to commit any future "abuse". All cases are, however, considered individually upon their merits.

There are many forms of email abuse. This appendix discusses the more common forms in an informal manner, but is by no means an exhaustive list. It is usual to describe "abuse" as being abuse of Internet facilities, rather than vulgar abuse sent via the internet. To qualify as "abuse", an act must significantly interfere with the use of the network by an individual or group of individuals in some specific way, for example by consuming resources or wasting others time. The term "abuse" also includes activities that are illegal or dishonest.

Generalities aside, due to the practical problems caused by "spamming" Atlas Business wishes to make it clear that it considers the sending of bulk unsolicited email, of any kind, to be unacceptable

behaviour. Atlas Business will always act when such behaviour is brought to its notice. Education, in the form of an email warning, can be the most appropriate response to a first offence, since customers can be unaware of contemporary standards.

However, it is Atlas Business's policy to terminate the accounts of any customer who continues to send bulk unsolicited email. Chain letters, "make money fast" and other Ponzi pyramid-selling schemes These articles are similar to paper versions, where you add your name at the end of a list and send the message to lots of your friends. The person at the head of the list is typically sent some small amount of money and hopes to become rich. Simple mathematics shows why they do not work in theory, and a little thought about human nature will show you why they do not work in practice either. These schemes, even where they offer no financial or material reward are unacceptable abuse. They waste resources for Internet service providers and for the users who download them. If they do involve money they are also illegal in many countries - despite common claims to the contrary within their text.

Unsolicited Commercial Email (UCE) Unsolicited Commercial Email is advertising material sent and received by email without the recipient either requesting such information or otherwise explicitly expressing an interest in the material advertised.

Unsolicited Bulk Email (UBE) UBE is similar to the above UCE but is not attempting to sell anything. **Forged Headers and / or Addresses** Forging headers or messages means sending email such that its origin appears to be another user or machine, or a non-existent machine.

It is also forgery to arrange for any replies to the email to be sent to some other user or machine.

However, in either case, if prior permission has been granted to you by the other user or the administrators of the other machine, then there is no problem, and of course "null" reverse paths can be used as defined in the relevant email standards.

Mail Bombing is the sending of multiple emails, or one large email, with the sole intent of annoying and / or seeking revenge on a fellow Internet user. It is wasteful of shared Internet resource as well as serving no value to the recipient. Due to the time taken to download it, sending a long email to sites without prior agreement can amount to denial of service, or denial of access to email at the receiving site. Note that adding binary attachments to email may increase its size considerably. If prior arrangement has not been made, the email may be extremely unwelcome.

Denial of Service Attack is any activity designed to prevent a specific host on the internet making full and effective use of its facilities. This includes, but is not limited to: Mail bombing an address in such a way to make their Internet access impossible, difficult, or costly. Opening an excessive number of email connections to the same host. Intentionally sending email designed to damage the receiver's system s when interpreted; for example, sending malicious programs or viruses attached to an email, using a smarthost or email relay without authorisation to do so.

Mailing List Subscriptions Mailing lists are schemes for distributing copies of the same email to many different people. It is not acceptable to subscribe anyone, other than a user on your own host, to any mailing list or similar service, unless their explicit permission has been given.

List owners are encouraged to confirm all subscription requests by requesting confirmation from the apparent subscriber before starting to send any list email. They must ensure that unsubscribe requests are handled efficiently. Good emailing list software is available that will automate both these processes.

Many reports of unsolicited bulk email turn out to be from people who were unaware that they had joined a mailing list. It is not acceptable to subscribe people to a list merely because they have visited your web site or used one of your products; the person must make an explicit request to be listed.

However, some reports occur because people have genuinely forgotten that they had made such a request. If you run a mailing list you are strongly advised to keep copies of administrative requests (web logs, or emails including headers) so that you may demonstrate that subscription requests were genuine.

Illegal Content is covered by Various Acts of Parliament which make it illegal to possess or transmit certain material on a public telecommunications network, such as the telephone system. It is not acceptable to send such material by email.

If you send copyright material or other intellectual property via email you must have permission to do so from the owner of that intellectual property.

APPENDIX C: CUSTOMER WEBPAGES AUP

This Appendix is applicable to all web-hosting services provided by Atlas Business. There are some further Appendices applicable to particular services below.

You are responsible in all respects for the content of your web site and must ensure that no applicable law is violated.

You must obtain any necessary legal permission for any works that your web site may include. You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your web site. Atlas Business reserves the right to remove any material from a web site at our sole discretion, without prior notice and without explanation.

A web site may not be used to offer, advertise or distribute any of the following types of material: software for sending 'spam' (bulk emails, excessive news postings, etc.); illegal material lists of email addresses, except where all the owners of the addresses have given you explicit permission; any collection of personal data other than in accordance with the Data Protection Acts 1984 and 1998.

You must comply with the Data Protection Acts 1984 and 1998 (and any amendments or re-enactments of them) regarding all information received, stored or communicated through the use of your web site.

If your web site contains material that may cause general offence, a clearly readable warning page must be shown before any such offensive material is displayed. To avoid doubt, this means that your top-level web page (usually index.htm or index.html) must not contain any adult material or other material that may generally offend. Where part of a web site forms an independent area that is not linked to by a top most page, it will be considered as a site in its own right when considering whether appropriate warnings are present. Warnings are also required where the material is referenced directly from a web site, with no intervening pages, or where the use of frames makes the material appear to be part of a web site.

All of the web pages on a web site are considered to be publicly visible and may be downloaded by any person, whether or not they are linked from any central contents or homepage. However, specific mechanisms are available as part of some services to prevent unauthorised access. Pages protected in such a manner will not be considered to be public.

Web sites may not be advertised by you, or by another person, using techniques that would be classified as "abuse" if they were carried out from an Atlas Business account including, but not limited to, bulk emailing and excessive news posting. Such action will be treated under the Atlas Business AUP as if it had been done from the Atlas Business account. Web sites must display a valid, up-to-date email contact address for the person responsible for the site. The use of the generic address of "webmaster" is acceptable for this purpose. This address must appear on the top-level page or be easily locatable from the top-level page.

APPENDIX D: SHARED HOSTING SERVICE AUP

Appendix C sets out guidance for the use of all web-hosting services. This Appendix gives further guidance about the use of the "Shared Hosting" service.

The Shared Hosting service is a web site hosting service provided as part of other services. Termination or suspension of that other service will automatically result in termination or suspension of the corresponding Shared Hosting service.

By uploading to the Shared Hosting host, you will be deemed to have agreed to and accepted the ACCEPTABLE USE POLICY, Conditions of Use and Technical Restrictions of the Shared Hosting service.

You are required to accept email addressed to "webmaster" at your address. For example, if you have the hostname "domain" then you should accept email addressed to webmaster@domain.com. You will be deemed to have read any and all such webmaster-addressed email. Atlas Business may take action on the basis of this assumption. You must maintain an index page called "index.htm" or "index.htm l" in the root directory of your

Shared Hosting space. Commercial use of your Shared Hosting space is permitted. This is an explicit exemption to the general Conditions of Use referring to selling on or sharing use of the service. The Conditions of Use for the Standard Dial-Up account relating to disclosure of your passwords apply. Specifically your passwords are your responsibility and must not be disclosed to any third party.

You must not cause your pages to be accessed by any means other than in the form "www.domain.com" (for the hostname "domain") nor register your web pages anywhere using any form of URL except in the form beginning: <http://www.domain.com/>

Specifically, you must not reference or cause your Shared Hosting to be referenced by dotted IP address (e.g. [213.170.128.254]).

Should the automated enforcement of any Condition of Use or Technical Restriction fail to operate for any reason, Atlas Business reserves the right to remove files from your site to apply the requirement or to require you to immediately correct the situation.

Atlas Business will require sites that are considered to show excessive use to be modified or be moved to a different server. Atlas Business reserves the right to make a charge for any assessment of suspended sites. Atlas Business reserves the right to vary the definition of 'excessive use' at their sole discretion at anytime without prior notice. Support from the helpdesk is only available for uploading, downloading and viewing pages. No support will be given for HTML authoring or page design. You will be responsible for retaining copies of your own data. Atlas Business will not keep backups of your pages. Atlas Business accepts no responsibility for loss of data, information in any form or other matters whatsoever that result from the use of this service. Atlas Business shall not be held liable for any loss however occasioned as a result of the suspension, removal or unavailability of a Shared Hosting site or material stored within it.