

Website Hosting

Acceptable Use Policy

1. Introduction

1.1 Jarrett & Lam Consulting's Acceptable Use Policy for hosting customers to protect our resources, the resources of our customers and to ensure that Jarrett & Lam Consulting comply with all relevant UK laws. This AUP must be read in conjunction with our Hosting Terms and Conditions.

1.2 It is the responsibility of all customers of the Jarrett & Lam Consulting hosting services to ensure that they comply with the latest edition of the AUP at any given time.

1.3 This AUP may be revised, without notice, at any time, at the sole discretion of Jarrett & Lam Consulting. Ordering hosting services for the first time, is deemed to be an agreement to our Terms and Conditions and this AUP.

1.4 In the event of a breach of this policy, Jarrett & Lam Consulting reserve the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

2. Compliance with UK Law

2.1 It is an offence under UK law to transmit, receive or store certain types of files.

2.2 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 including but 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.

2.3 It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. Customers are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. Jarrett & Lam Consulting will co-operate with any agency or rights holder wishing to assert their rights in these matters and Jarrett & Lam Consulting reserve the right to withdraw service under such circumstances.

2.4 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 constitutes 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.

2.5 Under the Electronic Commerce (EC Directive) Regulations 2002, Jarrett & Lam Consulting 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.

3. Compliance with foreign law

3.1 The Internet is global in reach. Consequently it is possible for anyone using the internet to break the laws of foreign countries. Customers are therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

4. Security and privacy

4.1 Login names and passwords must be kept secret and not be communicated to any third party. Jarrett & Lam Consulting must be notified immediately if they are compromised. If a customer forgets or loses their password, they will need to contact Jarrett & Lam Consulting to have it changed.

4.2 Customers are responsible for all traffic that is sent from their server. It is therefore the customer's responsibility to ensure that all software is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

4.3 If Jarrett & Lam Consulting find malicious traffic emanating from a customer's site, Jarrett & Lam Consulting have an obligation to our other customers to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. Jarrett & Lam Consulting understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Jarrett & Lam Consulting will work with the customer to resolve the issue as efficiently as possible to restore normal service.

5. E-mail

5.1 Customers may not use Jarrett & Lam Consulting services to send unsolicited commercial e-mail. Jarrett & Lam Consulting will block the mail services of any customer found to be sending such mail.

5.2 Customers may not operate "open mail relays". Jarrett & Lam Consulting will close the relay or connection of any customer found with an open mail relay.



5.3 Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

5.4 Jarrett & Lam Consulting reserve the right to remove any mail older than 60 days from shared mail servers. It is the customer's responsibility to ensure that mail is regularly collected and removed from Jarrett & Lam Consulting's POP3 server. Jarrett & Lam Consulting strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Jarrett & Lam Consulting reserve the right to remove older mails from the mailbox to reduce its size.

6. Hosting (Shared)

6.1 By uploading to the services, the customer will be deemed to have accepted and agreed to the terms and conditions of use of the web space service.

6.2 The Customer will be responsible for the content of their website, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Jarrett & Lam Consulting reserve the right, without notice or explanation, to remove material which does not comply with this AUP or our Terms and Conditions, such as material of an adult nature or pirated software.

6.3 Jarrett & Lam Consulting reserve the right to suspend any or all of the service at any time, without prior notice, explanation, or recompense.

6.4 Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their website. Jarrett & Lam Consulting reserve the right to suspend any sites containing such material.

6.5 Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as webpage designers, working on the customer's behalf.

6.6 The customer has sole responsibility for ensuring that any data is suitably backedup. Jarrett & Lam Consulting will not keep backups of customers' websites. Jarrett & Lam Consulting will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

6.7 If the account is suspended for any reason, such as non-payment, access to the customer's website, both for viewing and uploading, may also be suspended.

6.8 On closing an account, the relevant data on this Web space will be deleted.

7. Hosting (Dedicated)

7.1 By uploading to a Jarrett & Lam Consulting dedicated server, the customer will be deemed to have accepted and agreed to the Terms & Conditions of use of the



web space service.

7.2 The customer will be responsible for the content on their server, including obtaining the legal permission for any works they include and ensuring that the content on the server does not violate UK law. Jarrett & Lam Consulting reserve the right, without notice or explanation, to remove from the network a server which does not comply with this AUP or our Terms and Conditions, such as one storing material of an adult nature or pirated software.

7.3 Jarrett & Lam Consulting reserve the right to remove a server from the network, if it is deemed to be causing excessive load or traffic, is adversely affecting the performance of other servers on the network, or is being abused by an external entity. It is the customer's responsibility to ensure that their scripts are not vulnerable to these problems.

7.4 The customer agrees not to advertise their Website via unsolicited commercial email. Jarrett & Lam Consulting reserve the right to suspend a site which has been advertised in this way at any time.

7.5 Jarrett & Lam Consulting do not impose quotas for data transfer on dedicated servers. However if a customer is using an excessively high volume of bandwidth for data transfer Jarrett & Lam Consulting reserve the right to revert to its terms and conditions and impose a charge for high usage. We ask customers who intend to use high volumes of bandwidth for data transfer to first discuss their requirement with their account manager.

7.6 Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their dedicated server. Jarrett & Lam Consulting reserve the right to remove from the network any server containing such material.

7.7 Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as webpage designers, working on the customer's behalf. Jarrett & Lam Consulting must be notified immediately if they are compromised. If someone were to gain access to a customer's account password, they could tamper with files held on the customer's server.

7.8 The customer is ultimately responsible for ensuring that their site is suitably backed-up.

7.9 If the account is suspended for any reason, such as non-payment, access to the server may be suspended.

7.10 On closing an account, the data on the dedicated server will be deleted.

8. Attempted security breaches

8.1 Any attempt to breach the security of any machine is forbidden. Attempting to do



so will result in immediate account termination and possible further legal action.
Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

8.2 It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990 or any other relevant criminal legislation.

8.3 Attempts to circumvent copy protection technology and encryption are also likely to be illegal under the Copyright Designs and Patents Act 1988 (as amended).

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