



# Acceptable Use Policy

**Effective Date: July 15,2018**

This Acceptable use Policy Agreement outlines prohibited conduct in connection with our Corporate/Business Orientated Services; which include our Remote Desktop Service (& Internet Access), all Hosted Exchange email services, cloud and all server services. As a Corporate FyfeWeb User, you agree to not misuse our services or aid anyone else to misuse our services either. **In order for you to use our services, you MUST acknowledge and adhere to this agreement – as well as all of our other agreements – at all times whilst using our sites and services.**

## **1) Your account:**

- 1.1) In order for services to be provisioned, we require that users register for our services via our FyfeWeb Advanced client area
- 1.2) Account Safeguarding: Please safeguard your account and ensure that only you have access to your account at any time.
- 1.3) Security measures: You endeavour to enable and leave enabled security measures on any corporate service provisioned by FyfeWeb Limited.

## **2) Abusing / Disrupting the proper operation of our sites & services:**

- 2.1) Do not probe, scan or test for any vulnerabilities on any of our services, servers, networks, websites – this also spans further than just our corporate services but for every service, server and network provisioned by FyfeWeb Limited
- 2.2) Never provide anyone else with the credentials, access/authentication tokens or API keys to your account at any time.
- 2.3) Don't attempt to breach or bypass any security/authentication measures we have in place, especially on our managed services
- 2.4) Do not interfere with or disrupt any of our users, hosts or network (First and/or Third Party)
- 2.5) Don't take action that imposes an unreasonable load on either our infrastructure or our third-party providers. We reserve the right to determine what is "unreasonable."
- 2.6) Don't decompile or reverse engineer any part of our sites and/or services in an effort to access such services.

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### **3) Misuse of our shared or managed services for Illegal monetary gain, conduct & more:**

3.1) Our Remote Desktop Service is not to be used in connection with any cryptocurrency production i.e. bitcoin. If we find your account is used for such reasons, it will be terminated with immediate and permanent effects.

3.2) All services are not to be used to violate any law within the jurisdiction of the United Kingdom (or any law in any international jurisdiction). If any of our services are found to be used in an illegal manner, we will terminate your access to these services and we will contact the appropriate authorities, in accordance with the conduct and our legal framework protocol.

2.3) Misuse of our hosted Microsoft Exchange email services are prohibited. Using our email services to deliver or otherwise distribute content that is identified as violent, aggressive, discriminative, sexually explicit, fraudulent, phishing, harmful (i.e. Virus/malware etc.) or spam is forbidden. We reserve the right to identify what is a violation.

3.4) When using our managed internet/network services, we have strict policies, web filtering and firewalls in place that prevent, log and notify administrators of Terms of Service (ToS) Violations and Illegal activity on our network. Our Remote Desktop Services prohibit the use of downloading content due to the increased risk of downloading a malicious content - i.e. a virus etc. In the event you need to download or install anything, please contact our team. (By accessing and/or using our Internet Services you are required to accept the use of advanced monitoring and scanning software at all times)

### **4) Resource Quota:**

4.1) Cloud Storage and RDS: All users are provisioned with 50GB Shared Quota, available to use on our Remote Desktop Service and Cloud Storage Portal, both available on any internet-connected device. Although we have solutions that prevent you to exceed this. However, in the unlikely event that you exceed this there are multiple options that may occur. i) our systems may delete the data exceeding your quota automatically, ii) you may be required to upgrade your quota by contacting our team, iii) you may be given a set period of time where you are required to delete unused data. This is because we want everyone to have the ability to fairly use our services without putting an unreasonable load on our infrastructure.

4.2) Microsoft Exchange Email: For all of our Hosted Microsoft Exchange services, we have provided a generous mailbox capacity. We believe this is more than enough for the average person. This Quota usually is not negotiable; however, you can prune the mailbox at any time in the event that you reach this or contact our team requesting an increase. Although there is no limit on the emails that you can receive or send, we have monitoring services in place that monitor the ongoing and outgoing number of emails. We have enforced an acceptable amount of 100 Emails per hour. In the event that you exceed this, we will be notified and your account will be placed under review and email sending is usually restricted for a set period. If it is believed that you are using the mailbox as a spam address, your account will be terminated with immediate affects.

## 5) Your Responsibilities:

5.1) Abide by the law: You represent and warrant your use of all our services is not contrary to law, including without limitation applicable export or import controls, regulations & sanctions.

5.2) Sharing Responsibility: Our Systems may allow end-users to publish and share user content on websites and social media services. We are not responsible for any content shared via those systems

5.3) Data found in your user area: All users are responsible for what is found in their user area on our cloud storage, remote desktop service and all mailboxes. In the event that our scanning and detection systems find content in breach of our "Agreement" or any other agreement published by FyfeWeb, the client is responsible. Therefore, they accept any consequences as a result of the finding.

## 6) Our Rights:

6.1) Important things we can do. We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law): (a) we may change parts or all of the services and their functionality; (b) we may suspend or discontinue parts or all of the services; (c) we may terminate, suspend, restrict or disable your access to or use of parts or all of the services; (d) we may terminate, suspend, restrict or disable access to your account or parts; and (e) we may change our eligibility criteria to use the services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the services in that jurisdiction).

## 7) Disclaimer:

7.1) FyfeWeb provides **all** hosting services out of the box, ready for you to use. However, we do backup all services and servers onto multiple servers around the UK to ensure data integrity and resilience. We're responsible for your data - simply because you trust us with it. Furthermore, we're also responsible for the security of all our shared hosting systems. However, we're not responsible for systems that you manage yourself – such as Dedicated Servers and Virtual Private Servers. We use strict SSL and encryption of user files to ensure the highest level of security is achieved, therefore, depending on the scenario – will be held responsible if it's one of our systems that's caused a vulnerability within your service/s. Please contact us if you want to discuss this in any further detail.

**8) Indemnification:** To the fullest extent permitted by law, you agree to indemnify and hold harmless FyfeWeb Limited ("FyfeWeb", "FyfeWeb Advanced", "we" or "us") and its affiliates and their directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including any legal fees and costs) arising out of or related to: (a) your breach of this agreement; (b) your user content, (c) your violation of any law or regulation or the rights or good name of any third party. Your indemnification obligations under this Section shall not apply to the extent directly caused by our breach of this Agreement or, where you are an EU Consumer, to the extent that the consequences were not reasonably foreseeable.

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