



Hosting delivered with passion and expertise

Introducing a service-focussed
Cloud hosting **partner**

Acceptable Use Policy

Copyright © 2021 FyfeWeb Ltd. All Rights Reserved.



POLICY SYNOPSIS

This Acceptable Use Policy outlines permitted and prohibited conduct in connection with all Content generated on or uploaded to the Service, Sites, systems or networks (“Service”) and any other product sold by the Company to the Customer or otherwise made available through the Service (Service”). The Service may not be used in conjunction with any activity which is contrary to law. In order for the Customer or User to use Services provisioned by FyfeWeb (“Company”), they must acknowledge and outline their acceptance and intended conformance with this Agreement and the remainder of policies and Agreements contained in our Legal Framework. Our Public legal framework can be found on our website.

References may be made to or about any individual -- including any natural person, corporation or unincorporated entity or company (whether or not having a separate legal personality) and that person’s representatives, successors or permitted assigns -- including any company, corporation or other corporate body, wherever and however incorporated or established Unless the context requires a different interpretation: (a) words denoting the singular includes the plural and vice versa; (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement; (c) a reference to a person includes firms, companies, government entities, trusts and partnerships; (d) the term ‘including’, ‘in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such terms and does not exclude anything not listed; (e) “including” is understood to mean “including without limitation”; (f) reference to any statutory provision includes any and all modifications or amendments of it; (g) a reference to one gender shall include a reference to the other genders; (h) the headings and sub-headings do not form part of this Agreement

1.0 – USAGE

1.1 – USE OF OUR WEBSITES, SYSTEMS, NETWORKS & SERVICES (“SERVICE” OR “SERVICES”)

(i) The Customer or User shall only access and use our Websites and Services for acceptable, legal and permitted purposes only. The Customer or User will not undertake nor will they aid, instruct or otherwise assist any individual, entity or other, either directly or indirectly, to use the Sites or Services in ways that: (a) infringe, violate or otherwise misappropriate the rights of the Company, our Customers, our Users, or others (which shall include without limitation: their privacy, publicity, intellectual property, and other proprietary rights); (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate or offensive, including promoting violent crimes; (c) involves storage, publishing or distribution of falsehoods, misrepresentations, or misleading information; (d) impersonate an individual, entity or other; (e) involve sending illegal or prohibited communications, such as bulk messaging or emailing, spam, phishing, auto-messaging, auto-dialing, and the like.

(ii) The Customer or User agrees that they will not undertake and they will not aid, instruct or otherwise assist any individual, entity or other to complete, execute or otherwise undertake through direct, indirect, automated or other means to access, use, copy, adapt, modify, prepare derivative works based upon, distribute, sublicense, license, transfer, display, perform, or otherwise exploit our Services in or through unlawful, prohibited or unauthorised actions, or in ways that burden, impair, or harm the Company, our Services, our Customers, our users, and the like, including that they must not directly, indirectly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our systems and Services; (c) gain or attempt to gain unauthorised access to our Services or systems; (d) interfere or disrupt the safety, security, or performance of our Services; (e) purchase Services through unlawful,

© Copyright FyfeWeb Ltd. 2021. All Rights Reserved.

support@fyfeweb.com

www.fyfeweb.com



unauthorised, misrepresented or automated means; (f) collect any information of or about our Customers in any unlawful, prohibited or unauthorised manner; or (g) sell, resell, rent, or charge for our Services in a manner deemed to be unauthorised by the Company (h) monitor, view, record or inspect any and all network traffic (i) probe, scan or otherwise test for a vulnerability on a FyfeWeb or Customer system or network or to breach any security, access control or authentication measures.

1.2 – AGE REQUIREMENTS

The Service is marketed, designed and sold exclusively for those who are at least sixteen (16) years of age. This is due to our morals as well as imposed legal obligations. Customers or Users who are under the age of sixteen (16) must seek parental consent in order to use the Site or Service. For anyone with questions, queries or concerns, please get in contact.

2.0 – REPORTING, RESPONSIBILITY & ABUSE

By accessing or using any of our Websites or Services, the Customer or User acknowledge and agree that they shall not conduct abuse on, from or towards our network or infrastructure. This includes without limitation, activities such as: hacking, spamming, DDoSing, credential stuffing, social engineering, doxing, torrenting, brute forcing or anything that is contrary to law, or anything further that the Company reserves the right to see applicable. We reserve the right to decrease or otherwise limit ingress and egress bandwidth, blackhole traffic or IP addresses, or otherwise limit, intervene or terminate their usage of our network, should we: witness excess network usage, be notified to or detect abuse to our network, IP ranges, AS or any infrastructure situated on our network. Any abuse (knowingly or unknowingly) of our network or public IP estate in any capacity is strictly prohibited – in particular abuse which diminishes or curtails the reputation or availability of our IP estate and shall (depending upon severity) result in service suspension or termination with immediate effect, without refund.

3.0 – HOW WE PROTECT OUR CUSTOMERS

The utmost intention of everyone at FyfeWeb is to protect what matters to us all; which includes our staff, Our Customers, Our Users, their data, our systems and our network -- by using the latest software, security features and mechanisms and more which are available to us. We have implemented various preventative and protective measures against many attack types, such as rate limiting (for brute forces) and (Distributed) Denial of Service attacks, to name a few. Some of these measures protect our Customers from downtime and assists in the commitment of adherence to Article 32 of the General Data Protection Regulation: “the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services”.

4.0 – USER CONTENT

Content (“Content”) refers to any and all text, links, information, graphics, photos, audio, videos, or other like materials. We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee completeness, truthfulness, accuracy, or reliability of any Content. By submitting Content to the Sites or Services, the Customers or Users represent and warrant that the Customer or User have all rights, power, and authority necessary to grant the rights to their Content contained within these Terms. Any name, Content, website or server hosted using the Service must not store, host, transfer or distribute anything that constitutes or could be construed as: (a) offensive or objectionable; (b) an infringement of copyright, intellectual property, trademark, trade secret, privacy, publicity or other rights or the good name of them or third parties; (c) harmful to any form of computers system or network; (d) unlawful or illegal; (e) containing



personal information, copyrighted, pirated, stolen Content; (f) Hacked Materials or (g) items not previously listed that are protected by UK or international law.

By using the Service, the Customer or User acknowledges and agrees that it does not represent or imply that we endorse such actions, views or content. The Customer acknowledges and accepts that, by using the Service they shall hold FyfeWeb harmless (see Section 18 of this Agreement for further information) and that they are wholly liable and shall assume full responsibility for any Content that is transferred, stored, uploaded, posted, published or otherwise made available via their use of the Service as well as any events or actions that occur or are undertaken under their Account(s). Because the Customer and User are solely responsible for the Content created with, on or uploaded to the Service, they may expose themselves to liability if they store, host, distribute, publish, post or share Content without all necessary rights.

4.1 – PROHIBITED CONTENT AND USAGE

Including without limitation, the Customer or User's usage and the Content that is that is either created, shared, hosted or otherwise uploaded or generated on or to the Service that is knowingly false or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, pornographic or sexually explicit, threatening, an invasion of one's privacy, tortious, racially or ethnically offensive or the Content contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component or anything that is otherwise objectionable is strictly prohibited and will result in service suspension or termination. The Customer and User also agree that they will not post, upload, create, distribute or otherwise transmit materials in violation of another person's or entity's copyright or other intellectual property rights in anyway as this will lead the Customer or User liable to prosecution by the rights owner and possible service suspension or termination. We take abusive and illegal content on our network incredibly seriously. Examples of prohibited items include but are not limited to child pornography, extremist content, hacking tools and tutorials, excessive or imprudent bandwidth usage, Ponzi/Pyramid schemes and any other scamming/deception activities, sale of firearms, drugs or any illicit items, software or content – and anything further the company sees applicable. We reserve the right to identify what is prohibited.

5.0 – CUSTOMER RESPONSIBILITIES

5.1 – ABIDE BY THE LAW

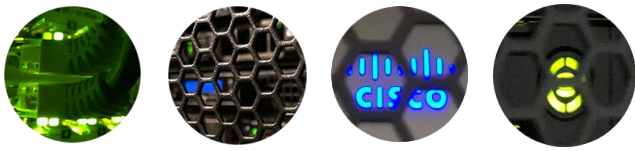
Continuing on from previous notations listed above, the Customer or User represents and warrants their use of the Service is not contrary to law, including without limitation applicable export or import controls, regulations & sanctions.

5.2 – CONTENT SHARING

Our Systems may allow Customers or Users to publish or share their User Content on Websites and social media or networking platforms. The Company does not have control over what is shared via these systems and are not responsible nor liable for any content uploaded or shared via any of these platforms.

6.0 – PROVISIONS AND GOVERNING LAW

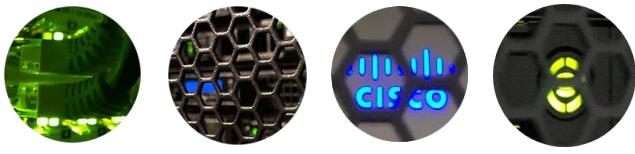
Each of the provisions contained in this Agreement shall be construed as being independent of each other and if any provision contained anywhere within the Legal Framework is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the limitations on liability, such determination shall not affect the validity of the remainder of the terms and conditions which shall continue in



effect. The website and the Service are operated and controlled from the United Kingdom and therefore are governed by and construed in accordance with the laws of England and Wales.

7.0 – INDEMNIFICATION

To the fullest extent permitted by law, the Customer and Users agree to indemnify and hold harmless FyfeWeb, Affiliates and their directors, officers, employees, contractors and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) their breach of this Agreement; (b) their User Content, their websites and their eCommerce; (c) any claims by, on behalf of or against their end Users; (d) their violation of any law or regulation or the rights or good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.



DOCUMENT CONTROL

VERSION: 4.3
LAST UPDATED: 04/2021