

HostUnmetered.net Terms of Service

ACCEPTABLE USE AND SECURITY POLICIES ("AUP")

1. GENERAL TERMS OF USE

1.1 All HostUnmetered customers are responsible for reviewing and complying with this Acceptable Use Policy. HostUnmetered customers who provide services to their own customers or other end users are responsible for compliance with the terms of this Policy by their end users and must take steps to ensure compliance by their users with this Policy. For the purposes of this Policy, "Customer" means each HostUnmetered customer to whom HostUnmetered provides services, and all employees, agents, and third parties to whom Customer makes HostUnmetered services available. HostUnmetered reserves the right to deny or terminate service to a Customer based upon the results of a security/abuse confirmation process used by HostUnmetered. Such confirmation process uses publicly available information to primarily examine Customer's history in relation to its prior or current use of services similar to those being provided by HostUnmetered and Customer's relationship with previous providers.

1.2 The actions described below are defined by HostUnmetered as "network abuse" and are strictly prohibited under this Acceptable Use Policy. The examples named below are not exhaustive and are provided solely for guidance to Customers. If any Customer is unsure of whether a contemplated use or action is permitted, it is Customer's responsibility to determine whether the use is permitted by contacting HostUnmetered via electronic mail. The following activities are expressly prohibited, and HostUnmetered expressly reserves the right, at its discretion, to pursue any remedies that it believes are warranted which may include, but are not limited to, the issuance of written or verbal warnings, filtering, blocking, suspending, or terminating accounts, billing Customer for administrative costs and/or reactivation charges or bringing legal action to enjoin violations and/or to collect damages, if any, caused by Customer violations. Such actions may be taken by HostUnmetered without notice to Customer. In general, HostUnmetered Customers may not use HostUnmetered's network, machines, or services in any manner which:

- violates any applicable law, regulation, treaty, or tariff, including but not limited to data privacy laws;
- violates the acceptable use policies of any networks, machines, or services which are accessed through HostUnmetered's network;
- infringes on the intellectual property rights of HostUnmetered or others;
- violates the privacy of others;
- involves the resale of HostUnmetered's products or services, unless specifically documented in a separate written agreement or in the initial Customer contract with HostUnmetered;

- involves deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes;
- violates any specific instructions given by HostUnmetered for reasons of health, safety or quality of any other telecommunications services provided by HostUnmetered or by reason of the need for technical compatibility of equipment attached to the HostUnmetered Network;
- materially affects the quality of any telecommunications services provided by HostUnmetered; or
- otherwise violates this Acceptable Use Policy.

1.3 Prohibited activities also include, but are not limited to, the following:

- unauthorized use (or attempted unauthorized use) or sabotage of any computers, machines or networks;
- attempting to interfere with or denying service to any user or host (e.g. denial of service attacks and/or DNS spoofing attacks);
- falsifying user identification information;
- introduction of malicious programs into the network or Server (e.g. viruses, worms, Trojan horses, etc.);
- scanning the networks of others for vulnerabilities without authorization;
- executing any form of network monitoring (e.g. using a packet sniffer) or otherwise engaging in any monitoring or interception of data not intended for the Customer without authorization;
- attempting to circumvent Customer authentication or security of any host, network, or account ("cracking") without authorization;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- "phishing", that is simulating communications from and/or the website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service;
- "pharming", that is using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service transmitting or receiving, uploading, using or reusing material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or similar third party rights;
- furnishing false or incorrect data on the signup form; or

- attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of HostUnmetered's products and services.

1.4 Copyright:

It is the policy of HostUnmetered to respond expeditiously to claims of intellectual property infringement. HostUnmetered will promptly process and investigate notices of alleged infringement. Upon receipt of notices complying or substantially complying with UK Copyright law, when it is under its control, HostUnmetered will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. HostUnmetered will terminate access for Customers who are repeat infringers. For our IP transit, dedicated and collocation Customers, you must adopt and implement a copyright policy that reserves the necessary rights to remove or disable infringing material. If you believe that a copyrighted work has been copied and is accessible on our site in a way that constitutes copyright infringement, you may notify us by providing our registered copyright agent with the following information:

- electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

1.5 Notices of claimed infringement should be directed to abuse@hostunmetered.net. When HostUnmetered removes or disables access to any material claimed to be infringing, HostUnmetered may attempt to contact the Customer who has posted such material in order to give that Customer an opportunity to respond to the notification. Any and all counter notifications submitted by the Customer will be furnished to the complaining party.

2. ADDITIONAL TERMS APPLYING TO IP TRANSIT, DEDICATED INTERNET AND IP SERVICES

2.1 In addition to the General Terms of Use above, the terms set out in this section 2 apply to the use of HostUnmetered IP Transit, Dedicated Internet

Access and IP Services. Prohibited activities include, but are not limited to, the following:

- falsifying header information or user identification information;
- attempted or successful security breaches or disruption of Internet communication including, but not limited to, accessing data of which Customer is not an intended recipient or logging into a Server or account that Customer is not expressly authorized to access;
- hijacking of IP space;
- sending unsolicited ("opt-out") bulk email;
- maintaining an open mail relay and/or an open proxy; and
- collecting email addresses from the Internet for the purpose of sending unsolicited bulk email or to provide collected addresses to others for that purpose.

2.2 HostUnmetered IP transit, dedicated Internet access and collocation
Customers who provide those services to their own users must affirmatively and contractually pass on the restrictions of this Acceptable Use Policy to its users, and take steps to ensure compliance by their users with this Acceptable Use Policy including, without limitation, termination of the user for violations of this policy. HostUnmetered IP transit, dedicated Internet access and collocation Customers who provide services to their own users also must maintain valid postmaster and abuse addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through HostUnmetered's network for which DNS responsibility has been delegated to the Customer, maintain accurate contact information with the InterNIC and any other appropriate domain, IP and AS registrars, take reasonable steps to prevent IP spoofing by their users and downstream customers, provide a 24/7 contact address to HostUnmetered for dealing with security and abuse issues, and act promptly to ensure that users are in compliance with HostUnmetered's Acceptable Use Policy. Reasonable steps include, but are not limited to, using IP unicast reverse-path forwarding ("uRPF") wherever appropriate and using IP address filtering wherever appropriate.

2.3 Email Generally

The following actions are prohibited:

- using email to engage in harassment, whether through language, frequency, or size of messages. Continuing to send someone email after being asked to stop is considered harassment;
- using email to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited;
- originating email with falsified header information;
- originating email with falsified or obscured information (e.g., encoded or "obfuscated URLs") designed to hinder identification of the location of what is advertised;

- originating chain letters, pyramid schemes, and hoaxes;
- using the HostUnmetered or Customer account to collect replies to messages sent from another provider which violate these rules or those of the other provider; and
- using HostUnmetered services in connection with or in support of the running of a mail server in China without an appropriate license to run such a server.

2.4 Bulk Email:

Customers sending bulk email, using HostUnmetered services, may only engage in such activity through the use of "closed-loop opt-in" lists. Such Customers who send bulk email through "closed-loop opt-in" lists must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited email. Sending unsolicited ("opt-out") bulk email is prohibited and is grounds for termination of those services to Customers who engage in the practice. Sending "opt-out" bulk email from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by HostUnmetered, including without limitation, email, web, FTP, and DNS services, is prohibited. Customers may not advertise, distribute, or use software intended to facilitate sending "opt-out" email or harvest email addresses from the Internet for that purpose. In addition, Customers may not sell or distribute lists of harvested email addresses for the purpose of "opt-out" email. Customers who provide or make use of a service employing referral IDs will be considered responsible for unsolicited bulk email sent by members of the referral ID service that makes reference to services hosted by HostUnmetered. Customers who engage in the practice of unsolicited bulk email, as set forth above, from HostUnmetered accounts will be charged the cost of labor to respond to complaints, with a minimum charge of £200. Customers listed on an industry recognized spam abuse list, will be deemed to be in violation of this Policy.

2.5 Usenet newsgroups:

Customers should be familiar with the workings of Usenet by reading FAQs regarding Usenet at <http://www.faqs.org/usenet/> before becoming active participants. HostUnmetered places the following restrictions on newsgroup postings by its Customers:

- no illegal content, including pyramid/Ponzi schemes, infringing materials, or child pornography, is permitted;
- all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole;
- commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups. Information about advertising on Usenet can be found in Joel Furr's "Advertising on Usenet FAQ" www.faqs.org/faqs/usenet/advertising/how-to/part1/. For more

information on "spam," see the FAQ on "Current Usenet spam thresholds and guidelines" www.faqs.org/faqs/usenet/spam-faq/ which is regularly posted to the news.admin.net-abuse.misc newsgroup by Chris Lewis, or visit spam.abuse.net/;

- posting 20 or more copies of the same article in a 45-day period ("spamming") or continued posting of off-topic articles after being warned is prohibited. Customers who engage in spamming using HostUnmetered accounts will be charged the cost of labor to issue cancellations and respond to complaints, with a minimum charge of £200. Customers who engage in spamming from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by HostUnmetered, including without limitation email, web, FTP, and DNS services, is prohibited and is grounds for termination of those services to those users;
- excessive crossposting (Breibart Index of 20 or greater in a 45-day period) is prohibited. The Breibart Index (BI) is calculated by taking the sum of the square roots of the number of newsgroups each copy of an article is crossposted to. If two articles are posted, one crossposted to 9 newsgroups and the other crossposted to 16 newsgroups, the $BI = \sqrt{9} + \sqrt{16} = 3 + 4 = 7$. Crossposting articles to newsgroups where they are off-topic is prohibited; a good rule of thumb is that if you are crossposting to more than five newsgroups, it's likely to be off-topic on at least one of them; and
- posting articles with falsified header information is prohibited. "Munging" header information to foil email address harvesting by "spammers" is acceptable provided that a reasonable means of replying to the message originator is given. Use of anonymous remailers is acceptable, so long as the use is not otherwise a violation of this Acceptable Use Policy.

Customers may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

2.6 The World Wide Web and FTP:

The web space and public FTP space included with a dialup account may not be resold or used for adult-oriented material. HostUnmetered reserves the right to require that sites using web or FTP space which receive high amounts of traffic be moved to other servers. Web pages and FTP files may not contain any material, text, or images, whether hosted on HostUnmetered servers or "transclusioned" (images from another site displayed on the page) which violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others. Web pages and FTP files may not contain links that initiate downloads of copyright-infringing or other illegal material.

2.7 Routing Protocols and Route Exchange:

In the event HostUnmetered identifies the Customer is sending excessive or

unnecessary route publications, HostUnmetered reserves the right to limit the number or routes that will be accepted.

2.8 Internet Relay Chat:

Using IRC bots is prohibited. Flooding, cloning, spoofing, harassment, or otherwise hindering the ability of others to properly use IRC is prohibited. Impersonating other users, advertising, and spamming via IRC is prohibited. IRC services which are serving as command and control channels for bots are prohibited and any violation shall subject Customer to filtering and blocking by HostUnmetered within 24 hours of HostUnmetered learning of such violation. HostUnmetered is not obligated to provide notice of such action to Customer.

2.9 Dialup Connections:

Customers may not run programs or configure machines in such a way as to keep a dialup connection active when not in use or otherwise bypass automatic disconnection for inactivity, unless they have a dedicated Internet access account. Customers may not have multiple simultaneous connections with a single dialup account. HostUnmetered reserves the right to impose restrictions on or terminate accounts deemed to be in violation of these conditions. HostUnmetered's dialup access servers will disconnect after 30 minutes of inactivity and after 12 hours of continuous access.

2.10 Storing Files:

The storage of any program, utility or file on HostUnmetered's servers, the use of which would constitute a violation of this Acceptable Use Policy, is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on HostUnmetered's servers.

3. VIOLATIONS AND CONTACT DETAILS

3.1 Violations:

HostUnmetered has absolute discretion in determining whether a Customer's activities or use of HostUnmetered services are in violation of this Policy. HostUnmetered reserves the right to suspend or terminate the provision of a HostUnmetered service or services for Customer's breach of, or failure to comply with the Policy, which suspension or termination (i) may be immediate and (ii) may have a fixed or indefinite duration. Before taking such action, HostUnmetered shall notify Customer in writing and afford Customer a reasonable opportunity to remedy the alleged failure to comply with the Policy, provided only that no cure or notice period shall be required where the failure to so comply represents, in HostUnmetered's reasonable opinion, an immediate and material threat to the integrity or security of the HostUnmetered Network or to the services HostUnmetered provides to others using its Network. In such circumstances, HostUnmetered shall provide Customer with notice of the service suspension at the same time as such suspension, or as soon afterwards as is reasonably practical.

HostUnmetered agrees that any suspension of services pursuant to this paragraph will be as narrow in scope and duration as reasonably necessary for HostUnmetered to protect its Network, rights, property, personnel and other customers.

3.2 Information Accuracy:

This Policy is subject to change with notice by publication on this web site; Customers are responsible for monitoring this web site for changes. This Policy was last updated on August 1st, 2013. While HostUnmetered uses reasonable efforts to provide accurate and up-to-date information on this Web site, HostUnmetered makes no warranty or representation as to its accuracy. Moreover, information that may have been accurate at the time of posting may have changed and therefore may no longer be accurate or in effect. HostUnmetered undertakes no duty to update such information.

3.3 How to Contact Us:

To contact us with questions or comments regarding this Policy, please email support@hostunmetered.net. To contact us regarding claimed violations of this Policy, please email support@hostunmetered.net.

Copyright Notice

This website belongs in all respects to HostUnmetered.

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Any breach of the above will result in the appropriate legal action being taken.

Privacy Policy

HostUnmetered uses all reasonable endeavors to comply with the Data Protection Act 1998 and the following principles:

1. Personal data should be processed fairly and lawfully This means that individuals should not be deceived or misled into supplying information
2. Data should only be obtained for a specified purpose and should not be used for any other purpose
3. Personal data should be adequate, relevant and not excessive in relation to its purpose
4. Personal data should be accurate and up to date where necessary
5. Personal data should not be kept longer than is needed for its intended purpose
6. Personal data should be processed in accordance with the rights of the individual whom the information concerns
7. Appropriate measures should be taken against unlawful processing or destruction of records. Computer systems should have back up facilities and security provisions
8. Personal data should not be transferred outside the European Economic Area (the EU states plus Liechtenstein, Iceland and Norway)

HostUnmetered may require the User to provide personal information such as your name and email address when completing forms online or if you contact us with any comments or requests. HostUnmetered will only use this information for the purpose it was collected.

HostUnmetered may pass your details onto third parties who are contracted to provide services on behalf of HostUnmetered. Any third party that receives your information from us are obliged to use your details only for the purpose of fulfilling your request.

Any personal data collected by HostUnmetered will be evaluated periodically to determine whether it should continue to hold such data.