

## Acceptable Usage Policy

This Acceptable Usage Policy document supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with agreements of any order submitted. This Acceptable Usage Policy including the following list of Prohibited Activities, is an integral part of your Services Agreement with IT Farm. If you engage in any of the activities prohibited by this policy document, IT Farm may suspend or terminate your account.

IT Farm's Acceptable Usage Policy (the "Policy" or "AUP"), for the IT Farm Service is designed to help protect IT Farm, IT Farm's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by IT Farm. IT Farm reserves the right to modify the Policy at any time, effective upon posting at <http://www.itfarm.co.uk/legal>.

**1.1** Interpretation: in this acceptable usages policy, the following expressions will have the following meanings unless inconsistent with the context:

<b>"Company" or "IT Farm"</b>	IT Farm Ltd (registered number 571 05 15);
<b>"Customer"</b>	the person(s), firm or company whose order for the Service is accepted by the Company;
<b>"Service(s)"</b>	any service which the Company provides to the Customer (including any of them or any part of them) under a Contract or Agreement;
<b>"Terms and Conditions"</b>	The standard terms and conditions of sale set out in the General Terms and Conditions together with any Special Conditions agreed in writing between the Customer and the Company as specified on the front of the acknowledgement of order.

**1.2 The Customer Responsibility for their users:** Each IT Farm customer is responsible for the activities of its users and, by accepting Service from IT Farm, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an IT Farm customer will be forwarded to the IT Farm customer's postmaster for action.

**If IT Farm believes that unauthorized or improper use is being made of the Service, it may, without notice and at its sole discretion, take such action as it deems appropriate, including restricting access to Services. Violation of this Policy can lead to termination of a Customer's account.**

**1.3 Prohibited Activities**

**1.3.1 Network Security:** Customers or any network users are prohibited from violating or attempting to violate the security of the Company's network or any and all components there in. Violations of systems or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting Customers who are involved in such actions. These violations include, but are not limited to:

- o **Unauthorised Access:** Unauthorised attempts by a user to gain access to any account or computer resource not belonging to that user (e.g. "Hacking"). Using IT Farm services to interfere with the use of the IT Farm network by other customers or authorised users.  
Taking any action in order to obtain services to which the Customer is not entitled.
- o **Denial of Service Attacks:** Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g. synchronised number sequence attacks) to any other user whether on the IT Farm network or on another provider's network.
- o **Vulnerability Probing;** Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation.

**1.3.2 Database, Files & Images:** Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

**1.3.3 Email Systems**

- o **Email:** the sending of any form of bulk email through IT Farm's servers is prohibited. Likewise, the sending of bulk email from another service provider advertising a web site, email address or utilising any resource hosted on IT Farm's servers, is prohibited. IT Farm accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.  
Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org) is not permitted.
- o **Unconfirmed Mailing Lists:** Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by IT Farm customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to/from any IT Farm-hosted domain, or referencing any IT Farm account, is prohibited.

**1.3.4 Software Advertising:** transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Acceptable Usage Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send UBE, initiation of ping, flooding, mail-bombing or denial of service attacks.

**1.3.5 Non-Payment:** Obtaining or attempting to obtain service by any means or device with intent to avoid payment.