



# **Acceptable Use Policy**

December 2006

## **1 Acceptable Use Policy**

1.1 This Acceptable Use Policy (“AUP”) specifies the actions prohibited by Redbourne to anyone who provides applications, uses or accesses the Services or the System (a “user”). Redbourne reserves the right to modify this Policy at any time, effective upon posting of the modified Policy to the Redbourne website. Any modifications to this Policy will be made when Redbourne feels it is appropriate and it is the user’s responsibility to ensure their awareness of any such changes.

## **2 Illegal Use**

2.1 The Redbourne Service may be used only for lawful purposes. 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 intellectual property right used without proper authorisation, and material that is offensive, obscene, defamatory, constitutes an illegal threat, or violates export control laws.

## **3 The Service**

3.1 Each user acknowledges that Redbourne is unable to exercise control over the content of the information passing through the Redbourne Service. Therefore, Redbourne is not responsible for the content irrespective of its source.

3.2 The Redbourne Service may be used to link into other services & networks worldwide and the user agrees to conform to the acceptable use policies of these networks and/or services.

3.3 In addition each user must conform to relevant Internet protocols and standards.

3.4 Redbourne reserves the right to take steps to prevent its systems being used by third parties for purposes which would breach its own AUP if that traffic originated with one of our customers. This may involve filtering of other providers, users or sites which are known to be a source, or a potential source of traffic or material would not be acceptable under this policy (for example known senders of bulk unsolicited commercial e-mail, or “open relays” which are open for use by senders of unsolicited commercial e-mail).

3.5 Users may not circumvent user authentication or security of any host, service, or account (referred to as “cracking” or “hacking”), nor interfere with service to any other user, host, or service (referred to as “denial of service attacks”).

3.6 Users must preserve confidentiality and security of any password keys provided by Redbourne, and must not disclose them to any third party without Redbourne’s prior written consent.

- 3.7 Users who violate systems or service security may incur criminal or civil liability. Redbourne will fully co-operate with investigations of suspected criminal violations, violation of systems or service security under the leadership of law enforcement or relevant authorities.

#### **4 System and Service Security**

- 4.1 Violations of system or service security are prohibited, and may result in criminal and civil liability. Redbourne will investigate incidents involving such violations and will involve and will co-operate with law enforcement if a criminal violation is suspected. Examples of system or service security violations include, without limitation, the following:
- 4.2 Unauthorised access to or use of data, systems or services, including any attempt to probe, scan or test the vulnerability of a system or service or to breach security or authentication measures without express authorisation of the owner of the system or service;
- 4.3 Unauthorised monitoring of data or traffic on any service or system without express authorisation of the owner of the system or service;
- 4.4 Interference with service to any user, host or service including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- 4.5 Forging of any part of the header or identification information in any Internet communication. Specifically only domain addresses registered with or otherwise authorised for use in writing by Redbourne or use of which has been authorised by the relevant domain name owner may be used for any communication originating in that Client's application.
- 4.6 If approached with complaints relating to any of the above violations, Redbourne will co-operate and assist third parties including other service providers, Internet security and abuse bodies, the police and law enforcing entities with their investigations in order to bring such misuse and violations to an end.

#### **5 E-mail**

- 5.1 It is explicitly prohibited to use the Redbourne Service to send unsolicited bulk mail messages ("junk mail", "spam" or "UCE") of any kind (commercial advertising, political tracts, announcements) etc.
- 5.2 Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of a client shall be considered violations of this policy by such client.

#### **6 Service Availability Guarantee Scope**

6.1 Redbourne's Service Availability Guarantee is to have the System available at least 99% of the time. "Available" means an HTTP Server accepting connections on Port 80 and serving some part of the application.

## **7 Scheduled Maintenance Scope**

7.1 Scheduled Maintenance shall mean any maintenance of the System that will affect the provision of the service (a) of which the Client is notified 48 hours in advance, and (b) that is performed during a notified standard maintenance window. Notice of Scheduled Maintenance will be posted at the Redbourne website.

## **8 Service Availability Guarantee Process**

8.1 At a Client's request, Redbourne will calculate the Client's "Service Unavailability" in a calendar month. "Service Unavailability" includes unavailability associated with any maintenance at the Redbourne Data Centre other than Scheduled Maintenance. Outages will be counted as service unavailability only if Redbourne notifies the Client of the outage in accordance with the Outage Reporting Guarantee set forth below or if the Client opens a trouble ticket with Redbourne Client support within five days of the outage. Service unavailability will not include any unavailability resulting from (a) the Client's applications, equipment, or facilities, (b) acts or omissions of the Client, or any use or user of the service authorised by the Client or (c) reasons of force majeure (as described in the applicable Client's Agreement) or other circumstances beyond Redbourne's reasonable control.

## **9 Service Availability Guarantee Remedy**

9.1 For each cumulative hour of Service Unavailability or fraction thereof in any calendar month which exceeds the level allowed for in the above Service Availability Guarantee, by no later than the end of the following month the Client's account shall be credited for the pro-rated charges for one day of the Redbourne fee invoiced for that calendar month pursuant to clause 5.4 of the Client's Agreement subject to a maximum amount equal to the total of all such Redbourne fees for that month, and subject in the case of only one continuous period of Service Unavailability to a maximum amount equal to the pro-rated charges for five days of such fees.

## **10 Support**

10.1 Redbourne shall provide and support by telephone or on-line during its normal business hours as notified from time to time. Redbourne shall respond to support requests within one Business Day.