

# SHOAL COMPUTER SOLUTIONS LTD

## ACCEPTABLE USE POLICY

THIS POLICY is applicable from 1<sup>st</sup> March 2019.

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## INTRODUCTION

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Shoal Computer Solutions Ltd ("SHOAL") Acceptable Use Policy ("AUP") explains the rules, regulations and restrictions in the use of the Services supplied (collectively, the "Services") as described in the Order Form(s) submitted by you and accepted by SHOAL. All users of SHOAL Services including those who access our Services but do not have accounts, together with those who pay for our Services and have accounts, must comply with this AUP and if relevant the Service Agreement for the particular Services.

SHOAL reserves the right to change the AUP at any time to impose reasonable rules and regulations relating to the use of its Services. Any changes are effective from the time of posting such revisions on the SHOAL website ([www.shoal-it.com](http://www.shoal-it.com)). Your continued use of the Services following SHOAL posting any such changes to the AUP constitutes your acceptance of the changes and shall not be grounds for early contract termination or non-payment. If you do not agree to the terms of any change, do not continue to use the Services and immediately notify SHOAL on [accounts@shoal-it.com](mailto:accounts@shoal-it.com).

Registering for and using the Services supplied by SHOAL, constitutes acceptance and agreement to the AUP and SHOAL Terms and Conditions for the solution you are in contract with.

## GUIDELINES

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You shall remain solely liable and responsible for your use of the Services and any and all content that you display, upload, download or transmit through the use of the Services. "Content" refers, without limitation, to all forms of communication including graphics (photographs, illustrations, images, drawings, logos), executable programs, video recordings, audio recordings, e-mail, web pages, personal home pages, and domain names. Any unlisted action may also be a violation of the AUP if it is an illegal, irresponsible, or disruptive use of the internet.

In accordance with our Terms and Conditions, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. SHOAL may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil offence. In the event that we are unable to access the content in order to remove it we may (permanently or temporarily) disconnect the server from the network.

In the event that SHOAL Services are used to violate the AUP or our Terms and Conditions, we reserve the right to immediately terminate or suspend use of the Services you receive from SHOAL. We prefer to advise our clients of inappropriate behaviour and any necessary corrective action, however flagrant or repeat violations of the AUP will result in immediate termination of service.

Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time. No credits will be issued for any interruption in service resulting from AUP or Terms and Conditions violations. SHOAL reserves the right to refuse service to anyone at any time whatsoever. Any questions regarding this AUP should be sent to [abuse@shoal-it.com](mailto:abuse@shoal-it.com).

## **VIOLATIONS & RESPONSIBILITIES**

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The following constitutes violations of this AUP, together with your responsibilities in use of the Services supplied to you by SHOAL.

### **Illegal Use**

SHOAL Services may not be used for illegal purposes, or in support of illegal activities. Any conduct that constitutes harassment, fraud, stalking or abuse in connection with use of SHOAL Services or products is prohibited. SHOAL reserves the right to cooperate with legal authorities and/or third parties in the investigation of any suspected crime or civil offence.

Using the SHOAL network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

You are solely responsible for your use of the SHOAL network and servers and any statement you make on servers hosted within the SHOAL network may be deemed "publication" of the information entered. In acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libellous.

### **Adult Content**

Pornographic content is strictly forbidden. SHOAL will provide you with e-mail and written notification of any improper materials found on our servers. SHOAL reserves the right to disconnect any customers infringing this policy immediately.

### **Child Pornography**

The SHOAL policy on child pornography is zero tolerance. SHOAL will fully cooperate with any criminal investigation into your violation of the Child Protection Act of 1984 concerning child pornography. You are ultimately responsible for the actions of your users over the SHOAL network, and will be liable for illegal material posted by your users.

If child pornography or suspected child pornography is found to be on a server by a member of the SHOAL staff or is reported to us by a member of the public, SHOAL will immediately report the fact to the Police or any other relevant Law Enforcement authority. SHOAL will remove the server from the network as soon as is practicable and will co-operate with law enforcement as fully as possible.

### **SPAM and Unsolicited Commercial E-mail (UCE)**

SHOAL takes a zero tolerance approach to the sending of UCE or SPAM using SHOAL Services. This means that you may not use or permit others to use SHOAL Services to transmit, or distribute in any way, UCE. You may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service(s).

Anyone hosting websites or Services on their server that support spammers or cause any of our IP space to be listed in any of the various spam databases will have their server immediately removed from the SHOAL support/network. The server will not be reconnected until such time that you agree to remove any and all traces of the offending material immediately upon reconnection and agree to allow SHOAL access to the server to confirm that all material has been completely removed.

Severe violations may result in immediate and permanent removal of the server from the SHOAL support without notice. Any server guilty of a second violation will be immediately and permanently removed from the SHOAL support without notice.

As you are ultimately responsible for the actions of your clients over the SHOAL network, it is advisable that you develop a similar, or stricter, policy for your clients.

### **Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right Infringement**

Use of the SHOAL Services to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software, is strictly forbidden.

### **IP Address Overlap**

Use of IP addresses that were not assigned to you by SHOAL or by our customers' staff is expressly forbidden. Any server found to be using IP addresses which were not officially assigned, will be suspended from network access until such time as the IP addresses overlap can be corrected.

### **IRC (Internet Relay Chat)**

Use of IRC on the SHOAL network is expressly prohibited, including but not limited to, the use of IRC clients, server software, bots or anything related to IRC. Violations of this type will result in the immediate suspension of the offending server.

### **Inappropriate Use of Software**

Use of software or any device that would facilitate a continued connection, e.g. ping, while using SHOAL Services could result in a suspension of service.

### **Distribution of Viruses**

Intentional distribution of software or any form of malware that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Any such offence will result in the immediate termination of the offending account.

### **Network and System Security**

You are solely responsible for any misuse of your server, even if a friend, family member, guest or employee commits inappropriate activity.

You must therefore take steps to ensure that others do not gain unauthorised access to your server. You are responsible for protecting your passwords and for any authorised or unauthorised use made through your passwords.

You will not use or permit anyone to use SHOAL Services to guess passwords or to access other systems or networks without authorisation. In addition, you may not use your server to breach security of another server or attempt to gain unauthorised access to another network or server.

In the event that your server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. You are solely responsible for all costs incurred to rectify all damage done to any SHOAL server and any other requirement affected by the security breach.

All cost incurred for professional services used in the rectifying of any such damage is categorised as emergency security breach recovery and is charged at 250 GBP per hour.

Violations of network and system security are strictly prohibited and may result in criminal and civil liability. SHOAL may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- Accessing data not intended for such user or logging into a server or account, which such user is not authorised to access;
- Attempting to interfere with the service to any user, host or network, including, without limitation, via any means of overloading;
- Forging any TCP/IP packet header or any part of the header information in any e-mail or news posting;
- High-risk services that tend to attract denial of service attacks, including but not limited to, IRC related services and the selling of shell accounts;
- Taking any action in order to obtain services to which such user is not entitled.

Violators of the policy are responsible, without limitations, for the cost of professional services used to clean up and correct any damage to the operation of the network and business operations supported by the network, and to respond to complaints received by SHOAL. All costs incurred for professional services used to rectify any such damage is categorised as emergency security breach recovery and is charged at 250 GBP per hour.

The internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised.

SHOAL urges its customers to assume that all of their online communications are insecure and cannot take responsibility for the security of information transmitted over SHOAL Services.

### **Network and System Performance**

As all SHOAL accounts operate on shared resources, excessive use or abuse of such shared network resources by any one server, account, or user may have a negative impact on all other accounts.

Any misuse of network resources conducted in a manner that impairs network performance is prohibited and may result in termination of your account.

### **Contact Information**

You are responsible for maintaining up to date contact information with SHOAL including an e-mail address that is always reachable even in the event of your server(s) at SHOAL being shut down. SHOAL will not accept signups from customers using free e-mail accounts where the customer's primary point of contact is a free web based e-mail account.

It is therefore highly recommended that you do not change your e-mail address to one of the free providers. SHOAL reserves the right to suspend or terminate Services to customers who use free web based e-mail accounts for their contact information.

### **Third Party Accountability**

You will be held responsible and accountable for any activity by third parties using your account that violates guidelines created within the Acceptable Use Policy.

### **Anonymous FTP**

It is forbidden to run anonymous FTP sites on any SHOAL server.

## VIOLATION PROCEDURES

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### Notification of Violation

In the event that SHOAL determines that you have violated any element of the AUP, you will receive an e-mail warning of the violation. The service may be subject at SHOAL discretion to a temporary suspension pending your agreement in writing to refrain from any further violations.

In cases where SHOAL determines that you have committed a second violation of any element of the AUP, you shall be subject to immediate suspension or termination of service without further notice.

We reserve the right to drop the section of IP space involved in spam or denial-of-service complaints if it is clear that the offending activity is causing great harm to parties on the internet; in particular, if open relays are on your network or any party's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

### Reporting of Violation

SHOAL requests that anyone who suspects that there has been a violation of this AUP to direct all relevant information to the Business Support department at: [abuse@shoal-it.com](mailto:abuse@shoal-it.com).

In the event of a violation or suspected violation, please provide the following information if available:

- IP address used to commit the alleged violation.
- Date and time of the alleged violation.
- Evidence of the alleged violation.

An e-mail with full header information will provide all of the above as will system log files. Other infringements such as site content will require alternative methods for providing the information. Any appropriate action taken by SHOAL will be determined by the severity of the alleged violation. Where possible SHOAL will inform the complainant of any action taken, but reserve the right not to do so.

### Suspension or Cancellation of Service

SHOAL reserves the right to suspend or cancel your network access if in the judgment of the SHOAL network administrators your server is the source or target of the violation of any of the other terms of the AUP or for any other reason which SHOAL chooses. If inappropriate activity is detected, all of the accounts in question will be deactivated until an investigation is complete. Providing you with prior notification is not assured.

In extreme cases, law enforcement will be contacted regarding the activity. You will not be credited for the time your servers were suspended. SHOAL reserves the right to amend its policies at any time. All sub-networks, resellers and managed servers of SHOAL must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate cancellation.

You may be held responsible for the actions of your clients as outlined in this AUP. It is in your best interest to implement similar or stricter Terms and Conditions or an Acceptable Terms of Use policy.

## **INDEMNIFICATION AND DISCLAIMED WARRANTIES**

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### **Indemnification**

In agreeing to the AUP and Terms and Conditions, you agree to indemnify, defend and hold harmless SHOAL, its employees, directors, partners, representatives and affiliates, for any violation by you or your clients of the AUP or Terms and Conditions that results either in loss to SHOAL or the bringing of any claim against SHOAL by any third party. An example would be if SHOAL were sued because of your or your customer's activity related to the Services, you would pay any damages awarded against SHOAL, its employees, directors, partners, representatives and affiliates, plus all costs and legal fees.

### **Disclaimed Warranties**

SHOAL are under no obligation to monitor your or any other user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police internet-related activities.

SHOAL disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy. Indirect or attempted violations of the AUP and actual or attempted violations by a third party on your behalf shall be considered violations of this AUP by you.

## **SURVIVAL OF AGREEMENT**

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### **Survival of Agreement**

All provisions of this AUP relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of this agreement.