

Acceptable Use Policy

For the Internet to function correctly it is essential that all of those who connect to it do so in accordance with generally accepted standards. Connection to the Internet is normally via standard commercial software however there are some configuration issues, and some matters of simple politeness and common sense which everyone must take note of.

Entanet's relationship with the Internet community is dependent upon proper behaviour by its customers. Anyone who contravenes the rules so impacting upon Entanet's own equipment or network, or upon the use by other customers of the Internet, or which damages Entanet's standing in the wider community is not acceptable.

You are required to adhere to these Conditions of Use and Acceptable Use Policy ("AUP") that we publish from time to time for those components of the service that you use.

The use of Homepages, E-mail, Usenet news systems and other general Internet products is normally a matter of common sense and courtesy to others. It is left to the user's own sense of what is appropriate to guide their behaviour and as such most will have no problem in conforming to this AUP. Regrettably, from time to time, some articles are posted which are considered to be unacceptable by the Internet community. This is usually described by the generic term of "abuse". This AUP and its day to day application are based on consideration of both the formal and informal practices of the Internet community where Entanet is but one participant amongst many. It is not always obvious whether abuse is innocent, inadvertent or intentional. Regardless of this and to maintain its credibility in the Internet community, if Entanet considers that "abusive" articles have been posted it is important for the protection of other Internet users that Entanet takes firm action to prevent any recurrence. Such action may include but is not limited to, a formal warning, suspension of specific services such as Usenet, e-mail access through Entanet's machines, suspension of access to the Internet, or termination of the customer's account(s). If a suspension of access is imposed, then at Entanet's sole discretion and upon receipt of a formal written undertaking not to post any further abusive material, the suspension may be lifted.

Below are some guidelines that Entanet requires its customers to follow.

Please note that Entanet is not responsible for the content of external sites that are referenced by this AUP and you must abide by the AUPs and other terms and conditions imposed by the operators of those networks and services that you access from Entanet's systems.

You must not use your Internet connection for any illegal purpose. Be aware that some material is illegal to possess or transmit. Unauthorised access to computer systems can be an offence hence it does not follow that you may access any computer you come across.

Whilst connected to the Internet, your system must conform to all relevant IETF (Internet Engineering Task Force) standards a subset of the RFC (Request for Comments) collection.

You must not send packets onto the Internet, which have forged addresses or which are deliberately constructed to adversely affect remote machines.

Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes but is not limited to ensuring that your network cannot be exploited as a "Smurf Amplifier". For more information about "Smurf" attacks see: <http://users.quadranner.com/chuegen/smurf.cqi> and <http://netscan.org>

Except with the explicit permission, you may not run "scanning" software that accesses remote machines.

Entanet, at its discretion, may run manual or automatic systems to determine compliance with this AUP. Customers are deemed to have granted permission for this limited intrusion onto their networks or machines. Any decision made by Entanet in relation to the services provided, "Conditions of Use" and AUPs shall be final. These "Conditions of Use" and all other legal relationships between us shall be governed by and construed in accordance with English Law, and are subject to the exclusive jurisdiction of the English courts. If any part of these "Conditions of Use" or any AUP shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Conditions of Use or AUPs.

Homepages

Commercial use of your Homepages space is permitted. This is an explicit exemption to the general Conditions of Use referring to selling on or sharing use of the service.

The Conditions of Use for Dial-Up accounts (see below) relating to disclosure of your passwords apply. Specifically your passwords are your responsibility and must not be disclosed to any third party. You must maintain an index page called "index.htm" or "index.html" in the root directory of your Homepages space.

You must accept mail to webmaster@hostname.enta.net as a precondition of using the Homepages service.

No user defined CGIs are permitted. Support is only available for uploading, downloading and viewing pages. No support will be given for HTML authoring or page design.

You will be responsible for retaining copies of your own data. Entanet will not keep backups of your pages. You may, however, download your own pages by FTP (using your account host name and password) for backup. Entanet accepts no responsibility for loss of data, information in any form or other matters, whatsoever which result from the use of this service.

Entanet accept no responsibility for hit counts being reset or incorrect.

You will be responsible for the content of your Homepages site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate English law. You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your Homepages site.

You must ensure that your index.htm or index.html file does not contain any material liable to offend. A clearly readable warning page must be displayed before any adult material is displayed.

Your homepages site may not be used to distribute or advertise any of the following:

- Software for sending SPAM (bulk emails, excessive news postings, etc.).
- Lists of email addresses except where all the

- addressees have given their explicit permission.
- Any collection of personal data other than in accordance with the Data Protection Act and the Data Protection Principles

Advertising directly or indirectly by techniques that would be classified as abuse if they were carried out from an Entanet Account are not acceptable. This includes, but is not limited to, bulk emailing and excessive news posting.

Entanet shall not be held liable for any loss however occasioned as a result of the suspension, removal or unavailability of a customer's Homepages site or material stored within it.

If your account is barred for any reason (e.g. non-payment) access to your Homepages site may be suspended. When you close your account, your Homepages site will be deleted.

If you attempt to upload a file that exceeds your available free space the upload will normally fail. Should this check not operate for any reason, Entanet reserve the right to request that you immediately remove enough files to bring you below the limit.

Entanet reserve the right to remove any material from the Homepages service at their sole discretion, without prior notice and without explanation.

Entanet reserve the right to suspend any or all of the Homepages service at any time, without prior notice and without explanation.

By uploading to the Homepages host, you will be deemed to have agreed to and accepted the terms and conditions of use of the Homepages service.

You must not refer to your pages by any means other than the address www.hostname.enta.net nor register your web pages anywhere using any form of URL except in the form beginning <http://www.hostname.enta.net/> Specifically, you must not reference or cause your Homepages to be

referenced by an IP address. Requests made to your Homepages using IP addresses or alternative names may not work. The IP address that may be allocated to your Homepages site may be changed or withdrawn at any time without notice. It is intended to withdraw all IP addresses associated with Homepages as soon as practical.

Email and Usenet

Entanet provides email and newsfeed services as part of the package of Internet access services.

The sending of unsolicited bulk email or any other form of email or Usenet "abuse" including material that originates on your system and also third party material passed through it, is not an acceptable policy to Entanet

You must not run an "open mail relay", via a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then record it by means of an appropriate "received" line. "Anonymous" relay services are permissible provided that you monitor it in such a way as to detect unauthorised or excessive use and that such relay traffic is not sent via Entanet's servers i.e. you can only pass email from such a system to Entanet where this is the correct destination for final delivery.

All customers are required to accept email addressed to "postmaster" at their address (i.e.: postmaster@sample.entanet.net for the hostname "sample"). Customers will be deemed to have read any and all such email. Entanet may take action on the basis of this assumption.

Entanet Accounts

These Conditions of Use apply to all Entanet Accounts, irrespective of the country of issue. The use of an Entanet Account is taken to be your agreement to adhere to the current "Conditions of Use" at any given time. If you breach them, Entanet has the right at its sole discretion, to suspend or terminate your account without notice or refund, to make an additional charge for the misuse, or to block access to the relevant component of the service.

Subscription to Entanet's service is on an annual basis with automatic renewal. Entanet may offer the concession of paying monthly at the start of each month of service. Please note that no invoice or receipt will be sent if the monthly option is taken. All products and services are made as a single supply; accounts may be suspended or closed if any sum due for a product or service is unpaid or is in arrears. The service may be canceled at any time, however contracts are for a full calendar year, refunds will not be paid. Except where stated otherwise, notice must be sent in one of the following ways: by post, by fax, by email via your Entanet Account or by email from elsewhere. Entanet will not accept proof of sending as proof that it has received notice. The customer must ensure that acknowledgement has been received from Entanet.

Only those machines and the specific ports appropriate to the services provided can be accessed. Any other use of Entanet equipment is unauthorised and is a criminal offence under current UK Law. Entanet reserves the right to suspend or cancel any account at its sole discretion.

The customer must inform Entanet of any change of contact details. Entanet may from time to time send notices or other information to the current address given. Entanet will not pass these details to other companies. Entanet will use reasonable endeavours to maintain all its services.

The customer will not be eligible for any compensation because they cannot use the service or because of a failure, suspension or withdrawal of all or part of the service.

Entanet may change the service at any time

Regardless of anything else in these Conditions of Use, our liability shall not exceed the proportionate amount of the customer's subscription. Entanet shall not be liable for any consequential losses suffered. Entanet is not responsible for any use made of Entanet's services, for any charges that are incurred with any third party, nor for any software running on the customers host, except as documented within a separate written agreement or AUP.

The customer indemnify Entanet against the effects of any misuse or any claims resulting from that misuse and will keep passwords secret and will not disclose them to third parties for any purpose. The customer will notify Entanet and change any password that you believe may have been compromised.

The account will not be used for any illegal purpose.

The customer will not sell on or share use the service, or any part of it, with any other person except: members of their household at the same address, employer or employees at the same address, any person permitted in the AUP, or where specifically agreed with Entanet in writing.

Where services are used to reach networks and services not operated by us, the customer will abide by the AUPs, Terms and Conditions imposed by the operators of those networks and services.

Domain Usage

The Uniform Domain Name Dispute Resolution Policy (the "Policy") which has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement. It sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Full details of the Dispute Policy can be found at <http://www.icann.org/udrp/>

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that:

- the statements that you made in your Registration Agreement are complete and accurate; and
- to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; and
- you are not registering the domain name for an unlawful purpose; and
- you will not knowingly use the domain name in violation of any applicable laws or regulations.

It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- our receipt of written or appropriate electronic instructions from you or your authorised agent to take such action;
- our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party. We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

The following set forth the types of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

In the event that a third party (a "complainant") asserts that:

- your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- you have no rights or legitimate interests in respect of the domain name; and
- your domain name has been registered and is being used in bad faith. The complainant must prove that each of these three elements are present.

If any of the following are found to be present then it will be deemed evidence of the registration and use of a domain

name in bad faith:

- circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

The remedies available to a complainant will be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

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