

INSPIRED DWELLINGS LIMITED

Unit 10 & 11, The Old Power Station

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United Kingdom

Services Acceptable Usage Policy



Services acceptable usage policy

This Acceptable Use Policy (AUP) is intended to help protect Inspired Dwellings customers, and the Internet community, from the inappropriate use of the Internet. This AUP applies to anyone using Inspired Dwellings Services. Your use of Inspired Dwellings services constitutes acceptance of this AUP. Inspired Dwellings reserves the right to revise and update this AUP from time to time. Inspired Dwellings expects customers to cooperate with the company's Abuse department when requested to assist in their investigations.

This AUP is divided into two sections:

SECTION 1. Violations and Descriptions of Appropriate Use

SECTION 2. Reporting to Inspired Dwellings's Abuse Department

SECTION 1.

Violations and Descriptions of Acceptable Use

General Violations

You must not do any of the following acts or allow anyone else to do the following acts in relation to the services and equipment:

- a. breach any applicable law, commit fraud or any other criminal offence;
- b. send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- c. cause annoyance, inconvenience or anxiety to anyone else;
- d. "spam", send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party;
- e. use the services or equipment in way which could harm the services or equipment or which could negatively affect our business or reputation or our other customers;
- f. breach any of our Policies or any other third party licences which apply to the services or equipment;
- g. copy or modify the software unless you are legally allowed to;
- h. copy, redistribute or publish any material or information in breach of any rights of third party (including intellectual property rights);
- i. circumvent any security measures in the services; or
- j. perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.

You agree that we may:

- a. modify any digital content we provide;
- b. scan any IP addresses allocated to you for anything which may present potential risk to our network or to other internet users;
- c. refuse or terminate the display of any material or information provided by you which we believe breaches any applicable laws or third party rights (including intellectual property rights).

If, as part of the services, you are provided with web space to enable you to upload your own websites, you are responsible for any material on your websites and will indemnify us against any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities we suffer in connection with any material on your website.

If you breach our Agreement in any way we may, at our sole discretion, without notice or refund either:

- a. suspend or terminate our Agreement;
- b. make an additional charge; or
- c. block access to or suspend any part of the services or equipment.

Our AUP also prohibits the resale of any Inspired Dwellings service without proper authorisation from Inspired Dwellings Internet Ltd.

Network Disruptions and Network-Unfriendly Activity

Any activities, which adversely affect the ability of other people or systems to use Inspired Dwellings services or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against another network host or individual user.

Interference with, or disruption of, use of the network by others, network services or network equipment is prohibited.

It is your responsibility to ensure that your network is configured in a secure manner. You must not, through action or inaction, allow others to use your network for illegal or inappropriate actions. You must not permit your network, through action or inaction, to be configured in such way that it gives third party the capability to use it in an illegal or inappropriate manner. Running an unsecured Wi-Fi network, or allowing others to make use of your connection, could lead to you being held legally responsible for third-party misuse of your service.

Inspired Dwellings is not responsible for the consequences of your failure to employ adequate security measures on your network (e.g. fraud, abuse of the service, corruption or loss of data).

Inspired Dwellings reserves the right to run network scans and computing systems to help find and fix issues covered by this policy (for example if we think your device is vulnerable to malware).

Excessive Bandwidth

If Inspired Dwellings reasonably determines that excessive bandwidth is adversely affecting Inspired Dwellings's ability to provide service, Inspired Dwellings may take immediate action. Inspired Dwellings will attempt to notify the account owner of this as soon as possible.

CONTENT BLOCKING

Inspired Dwellings uses service provided by the Internet Watch Foundation that prevents our customers from inadvertently accessing illegal child sexual abuse images.

The list of blocked content is assessed and categorised by the IWF themselves and Inspired Dwellings do not have access or visibility to see what is contained within it. No other content is included other than illegal child sexual abuse content.

EMAIL

Inspired Dwellings does not tolerate, endorse or participate in e-mail spamming. Sending unsolicited commercial e-mail is prohibited. We cannot authorise bulk emailing.

Using Inspired Dwellings email or Web site address to collect responses from unsolicited commercial e-mail is prohibited.

Sending large volumes of unsolicited email, whether or not that e-mail is commercial in nature is prohibited. All solicited email should have been confirmed through the use of double opt-in list (i.e. the recipient must confirm their wish to receive that particular email twice).

Activities that have the effect of facilitating unsolicited commercial email, or large volumes of unsolicited email, whether or not that e-mail is commercial in nature, are prohibited. Users operating mail servers must ensure that they are not open relays

Anonymous bulk mail is not permitted, and we will suspend or terminate the accounts of any customers who attempt to do this. This may happen without notice.

If we receive any complaints from recipients or other third parties, or any mailing causes technical problems on our systems, we may take further action to stop this happening again. This may involve the termination of any accounts the sender has and may occur without notice.

In the event that we are alerted to the sending of bulk emails, we will generally attempt to make contact with the senders to discuss appropriate actions.

Senders must give recipients the ability to easily contact the sender and remove themselves from their mailing list.

Senders must be sure that recipients are aware that they are listed on the sender's emailing list and that they themselves provided their information or authorised third party to do so on their behalf.

In the event of any problems being caused by this type of activity, we will make every effort to ensure that the problem is resolved as quickly as possible. This includes full co-operation with any relevant authorities.

Facilitating A Violation of This AUP

Advertising, transmitting, or otherwise making available any software, programme, product, or service that is designed to violate this AUP, or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to spam.

WEB

Using Inspired Dwellings Web site address or Inspired Dwellings hosted Web account for the purpose of distributing illegal material is prohibited. Inspired Dwellings will co-operate with authorities to remedy breaches of this policy.

Using Inspired Dwellings Web site address or Inspired Dwellings hosted Web account to collect responses from unsolicited commercial e-mail is also prohibited.

Copyright Infringement

All material published must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. Inspired Dwellings will co-operate with all agencies attempting to assert their rights in these matters.

SECTION 2.

Reporting to Inspired Dwellings's TOS/Abuse Department

Inspired Dwellings requests that anyone who believes that there is violation of this AUP should direct the information to the abuse team at this address: abuse@inspireddwellings.co.uk

All issues involving other e-mail abuse originating from Inspired Dwellings e-mail or network addresses should also be sent to the above address.

Other suspicious activity such as port scans or attempts to penetrate network resources and virus distribution.

Inspired Dwellings may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend the customer's account
- Terminate the customer's account
- Invoice the customer for administrative costs and/or reactivation charges

What information should be submitted?

1. The IP address used to commit the alleged violation
2. The date and time of the alleged violation, including the time zone or offset from GMT
3. Evidence of the alleged violation
4. Copies of e-mail with full header information provide all the required information, as do syslog files and firewall logs. Other situations will require different methods.