

Acceptable Use Policy

Amended 18th August 2009

1. Introduction

1.1. This Acceptable Use Policy ("AUP") specifies actions prohibited by Wintercorn to users of the Internet Services provided by Wintercorn. These apply to the exclusion

1.2. You must read this AUP carefully. It and our Terms and Conditions are part of your legally binding relationship with us.

1.3. "Users" and "you" means customers or anyone else who uses or accesses the Services. This AUP outlines the principles that govern use of the systems, services and any equipment provided by **Wintercorn Consulting Limited** or any other member of the Wintercorn group of companies or brands, products or services ("Wintercorn" or "we") in connection with the Services. By using our Services, you agree to comply with all parts of this AUP, and we may (notwithstanding our rights of suspension and restriction referred to below) terminate your account if you fail to comply with any of the same.

1.4. We may amend, modify or substitute this AUP at any time and any such modification, amendment or substitution shall be posted on the relevant web site and become automatically effective upon all Users as from the date of posting.

1.5. We recommend that you visit our website at www.wintercorn.com/legal regularly to check for any updates or amendments to this AUP.

2. Wintercorn's Right to Suspend, Restrict or Terminate Your Services

2.1. We will take action if you abuse the Services (for example, by sending spam or making racist Usenet postings or hosting offensive material). The actions we may take include:

- a formal warning to you;
- suspension of your account (with or without notice);
- restriction of your access to the Services (or any part of the Services); or
- termination of your account.
- legal action to mitigate damage and recover expenses

This is not a full list of the action we may take. See also paragraph 2.2 below.

2.2. Notwithstanding our right to restrict, suspend or terminate the Services, if you breach this AUP and/or our Terms and Conditions you may receive a formal warning from us specifying the unacceptable conduct and notifying you that repeated breaches may result in the Services (or any part of Services) being temporarily or permanently withdrawn from you.

2.3. If, after you have received a formal warning from us in accordance with paragraph 2.2 above, your conduct continues to breach this AUP, then we will withdraw the Services (or part of the Services) from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, Services or equipment will comply with this AUP.

2.4. If such a suspension is imposed, then this may be lifted at our discretion, upon receipt of a formal written undertaking from you not to commit any future relevant abuse. However, all cases will be considered individually (in our sole discretion) upon their merits.

3. Use of the Services

3.1. We reserve the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the Services.

3.2. You must not use the Services in any way that is unlawful or illegal or in any way to the detriment of other Internet users. You also must not allow anybody using your account to use the Services in any way that is unlawful or illegal or in any way to the detriment of other Internet users.

3.3. During an investigation, if we believe that a violation of this AUP or our Terms and Conditions has occurred, we may take immediate remedial action. Such action may include temporary or permanent removal of material from our servers, the cancellation of newsgroup postings, warnings to the User responsible, and the suspension, restriction or termination of the User's account. We will determine what action will be taken on a case-by-case basis. Please note that we have a policy of open co-operation with all relevant authorities and regulators.

3.4. In addition to and without prejudice to your obligations pursuant to our Terms and Conditions, you agree to comply with (and ensure that others using the Services comply with) all applicable laws, statutes and regulations in connection with the Services. As the User of record, you are responsible for all use of your account, irrespective of use without your knowledge and/or consent.

3.5. You are required to keep your contact details provided to Wintercorn up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.6. Users are expected and required to review their important email communications in their primary mailbox on a regular basis. This is to enable us to advise you of any significant issues that may affect your use of the Services.

4. Use of Material

4.1. You are prohibited from storing, distributing, transmitting or causing to be published any Prohibited Material through your use of the Services. Examples of "Prohibited Material" shall be determined by us (acting in our sole discretion) and shall include (but are not limited to) material that:

4.1.1. is threatening, harassing, invasive of privacy, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;

4.1.2. infringes or breaches any third party's intellectual property rights (which shall include, but not be limited to copyright, trade mark, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) - this includes the use, distribution and/or copying of any material without the express consent of the owner;

4.1.3. is in violation of any law or regulation that is enforceable in the United Kingdom;

4.1.4. unsolicited promotional or marketing material;

4.1.5. chain letters or pyramid selling schemes; and

4.1.6. programs containing viruses, hoaxes or any tools designed to compromise the security of other websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the sole purpose of combatting its spread.

4.2. For the avoidance of doubt, the storage upon and/or distribution over our systems by any User of "pirated" software, or any other materials that are not expressly licensed to the User, will constitute a violation of this section 4 of the AUP.

4.3 We reserve the right to inform and/or report the storage, distribution, transmission, retransmission or publication of Prohibited Material (and/or any other materials which may constitute unlawful conduct by Users) to relevant authorities and/or regulators, in addition to any action we may take as outlined in this AUP.

5. System Security

5.1. You are prohibited from using the Services to compromise the security, adversely affect or tamper with our system resources or accounts (including but not limited to those of other Users) on our systems, or at any other site accessible via our systems, without the explicit consent of the owner of such account and/or site. Malicious use or distribution of tools designed for compromising security is prohibited.

5.2. The security of the services used by you from your office or home is your responsibility. It is also your responsibility to ensure that you keep your passwords secure. We are not responsible for any negative consequences (e.g. lost or corrupted files) incurred by your failure to employ adequate security measures.

5.3. Users are responsible for the security of their own devices that are directly or indirectly connected to our network and servers. This includes, but is not limited to: PCs, mobile

telephones, wired and wireless home networking devices and games consoles.

5.4. If we identify that machines on your account that are causing significant impact to our service or are part of a “botnet” (machines hijacked by others to distribute malicious software or other forms of abuse), we reserve the right to disable or terminate your account without notice.

6. Prohibited Uses of Wintercorn's Systems, Services and Equipment

6.1. Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of Wintercorn or otherwise) in its lawful use or enjoyment of any of our systems, services or products.

Examples of this may include:

Prohibited Actions: General Conduct:

6.1.1. the sale or resale of our services and products unless through our affiliate programme or authorised resellers;

6.1.2. any form of deceptive, misleading or otherwise advertising or marketing practices;

6.1.3. furnishing false data on our contact or sign-up forms, contracts or on-line applications, including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability).

Prohibited Actions: System and Network Security:

6.1.4. attempting to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

6.1.5. effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging onto a server or account that the customer is not expressly authorised to access. For the purposes of this section "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to "crash" a host;

6.1.6. using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a user's enjoyment of our network by any means, locally or by the Internet - including violating the privacy of other Users; and

6.1.7. executing any form of network monitoring which causes the interception for malicious purposes of any data that does not belong to the User.

7. Usenet News Usage

7.1. Our Services offer access to many Usenet discussion groups (newsgroups). You acknowledge that some newsgroups contain language, media or discussion of subjects intended for adult audiences. We do not monitor access to Usenet newsgroups or the content of posts by our customers or customers at other sites. Accordingly, we are not responsible for the content of any posting made to Usenet.

7.2. We reserve the right to discontinue access to any Usenet newsgroup at any time and for any reason.

7.3. We will investigate complaints regarding posts of inappropriate material to Usenet by Users and may, at our sole discretion, take action based on the rules set out below. Criteria for determining whether a post is inappropriate include (without limitation):

7.3.1. the written charter of the newsgroup(s) in question;

7.3.2. the established Usenet conventions outlined below;

7.3.3. the system resources consumed by the posting; and

7.3.4. applicable laws.

7.4. Usenet news articles posted using the Services must comply with the written charter of the newsgroup to which they are posted. If a newsgroup does not have a charter its title or recent content may be considered sufficient to determine the general topic of the newsgroup. You are responsible for determining the rules of a newsgroup before posting to it.

7.5. You may post advertisements only in those newsgroups that specifically permit them in the charter. Some newsgroups may permit "classified ads" for single transactions between private individuals, but not commercial advertisements. You are responsible for determining whether or not a newsgroup permits such non-commercial advertisements before posting.

7.6. Users may not alter the headers of posts to Usenet to mislead other Internet users as to the origin of the posting. This includes but is not limited to, pre-loading the path, using another users details, using an incorrect "Date:" line. Using an invalid From: address for the purposes of combating e-mail spam messages that would otherwise be sent to you is not considered to be misleading. We may cancel Usenet articles posted via our servers if they breach this AUP. Users should not cancel Usenet articles of any third party without the express consent of such third party. You may not use our resources to cancel articles that you did not post. The sole exception to this rule is for moderators and retro-moderators of formally moderated newsgroups or newsgroups specifically allowing this in their charter, in which case the moderator or retro-moderator of a newsgroup may cancel any articles in a newsgroup he or she is moderating.

7.7. You may not attempt to "flood" or disrupt Usenet newsgroups. Examples of disruptive activities include posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

7.8. Usenet use must be fully compliant with Sections 3 and 4 of this AUP (Use of Services and Use of Material).

8. Email Use

8.1. Email usage must be fully compliant with Sections 3 and 4 of this AUP (Use of Services and Use of Material).

8.2. We will investigate complaints regarding email and may take action at our discretion, which shall be based on but not limited to the following:

8.2.1. you may not use your email to send unsolicited messages to groups of people;

8.2.2. if so requested by us or a recipient, you must desist from posting messages to said recipient;

8.2.3. malicious mail, unsolicited e-mail and unsolicited bulk e-mail is prohibited from being sent from or via a Wintercorn connection. Users must take all appropriate precautions to prevent such use of their machines by third parties. We will not forward mail of accounts terminated for bulk mailing or unsolicited advertising;

8.2.4. chain letters are unsolicited by definition and may not be propagated using the Services;

8.2.5. you may not send, distribute, or reply to mailbombs (whether malicious or otherwise). "Mailbombing" is understood as causing individuals to receive large amounts of unrequested email by any means;

8.2.6. Users may not construct, alter and/or forge the headers of email messages to conceal the sender's email address, or to prevent other Internet users from responding to messages;

8.2.7. violations of this AUP may result in a large amount of email traffic. If our customers receive so much email that our resources are affected, we reserve the right to take such action(s) as may be necessary (to be determined at our sole discretion) to protect both the Services and our Users, including, but not limited to, deployment of appropriate network security software; and

8.2.8. harassment, whether through language, frequency or size of messages sent, is prohibited.

9. Webspace

9.1. It is the Users responsibility to back up their webspace content and databases. Upon cancellation, suspension or termination of services the content may be permanently removed without notice.

9.2. We may modify, remove or suspend content without notice if this AUP is breached in any way.

9.3. Webspace usage must be fully compliant with Sections 3 and 4 of this AUP (Use of Services and Use of Material).

9.4. Any content that has potential to offend other Internet users (whilst within the law, and

our Terms and Conditions) contained on a Users webpace must be preceded by an appropriate content warning (to warn the viewer that should they continue they may find the resulting images offensive).

9.5. The User is wholly responsible for the content stored on their webpace and must ensure that all appropriate intellectual property right permissions are obtained. If said permissions can not be made available when requested by us the content may be removed.

9.6. Any content that results in abnormal data volume use that adversely impacts our network may be removed with or without notice.

10. Complaints and Enforcement

10.1. Complaints

10.1.1. Complaints regarding the conduct of a User on our network will be accepted by our contact form available at <http://www.wintercorn.com/contact-us> and via all other standard abuse reporting mechanisms. We must be able to verify each instance of abuse, and so each complaint must include the full headers and/or complete body of the offending message (where appropriate) or other forms of quantitative, supportive evidence. Submitting all relevant evidence in the original abuse report will significantly speed up the resolution of the issue by our Abuse Team.

10.1.2. Please do not send excerpted parts of a message; sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and enable us to determine whether any part of the message has been forged. This information is vital to our investigation.

10.2. Enforcement

10.2.1. We may, in our sole discretion, suspend, restrict or terminate a User's service for violation of any of part of this AUP at any time and without warning.

10.2.2. Prior to terminating services as a general rule, we will attempt to work with Users to avoid future violations of the AUP and to ensure that there is no reoccurrence of the incident (but it shall not be obliged to do so).

11. Wintercorn Is Not Responsible For Your Content

11.1. We are not responsible for the content of any Usenet posting or website article, page, blog, comment or any other publication, whether or not the posting is made by a User.

11.2. We are not responsible for the content of materials and information published by others (including Users) that are accessible via the Services, and we do not accept liability or responsibility for any such publication.

11.3. At our sole discretion (and without prejudice to any of our other rights pursuant to this AUP and our Terms and Conditions), We reserve the right to remove any materials from any server under our control.