

Acceptance usage policy

INTRODUCTION

Host Ventura Group has created this Acceptable Usage Policy (AUP) to protect our resources, our Clients' resources, and to ensure that Host Ventura Group complies with all relevant laws. This AUP must be read in conjunction with our Terms and Conditions. It is the responsibility of our customers to ensure that they comply with the latest edition of our AUP at any given time. This AUP may be revised, without notice, at any time, at the sole discretion of Hostventura. Purchase of our services is deemed to be an agreement to our Terms and Conditions and AUP. In the event of a Client breaching the terms of this AUP or our Terms and Conditions, Host Ventura Group reserves the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

If you have any questions about either our AUP or Terms and Conditions, please don't hesitate to contact us.

EU COMPLIANCE

Under the European Directive 2002/58/EC - 2009/136/EC on privacy and electronic communications, the use of e-mail for direct marketing is only allowed to recipients who have given their prior consent. You must obtain our advance approval for any bulk commercial e-mail other than for market research purposes.

INTERNET ABUSE, VULNERABILITY TESTING, EXPORT CONTROL

It is an offence under local and national law to transmit, receive or store certain types of files. Clients may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by local and/or national authorities under the relevant Criminal Acts. Clients are not permitted to knowingly infringe intellectual property rights, such as copyright, patents and registered trademarks. Clients are therefore not permitted to use their Host Ventura Group services in such a way as to violate intellectual property rights. Host Ventura Group shall aid any rights holders in the enforcement of the holder's rights where necessary and shall terminate services if needed to enforce those rights.

Clients may not attempt to probe, scan, penetrate or test the vulnerability of Hostventura's systems and networks or to breach our security or authentication measures, whether by passive or intrusive means without our prior written consent.

INTERNATIONAL COMPLIANCE

Due to the global reach of the internet it is possible for our Clients to be in breach of the laws of foreign countries. Clients are therefore advised to take due care and all reasonable action to ensure that they do not violate the laws of foreign countries.

WARRANTIES AND DISCLAIMERS

Hostventura's service warranties and liabilities are fully covered in our Terms and Conditions.

IRRESPONSIBLE USAGE

In agreeing to this AUP, you, the Client, accept and acknowledge that you have a responsibility to ensure that your Host Ventura Group products and services are not used in an irresponsible manner. Activities deemed to be irresponsible by Host Ventura Group include, but are not limited to, bulk unsolicited e-mailing (spamming), the hosting of fraudulent or 'phishing' sites, the use of Host Ventura Group products and services in an attempt to circumvent the security of third party machines and networks, and the exceeding of service quotas allocated to your product (i.e. exceeding data transfer allocation). The use of email address lists obtained from third parties is not allowed. Email address lists may be used for sending bulk emails only if they are compiled from opt-in registration on the Client's own site. No adult content may be hosted and you, the Client, accept and acknowledge this by agreeing to this AUP. Host Ventura Group hosting services must not be used for:

1. The hosting of adult content
2. The transit of VPN tunnels where neither end of the tunnel terminates on the Host Ventura Group service
3. Any open recursive DNS
4. Any offer of 'unlimited bandwidth' associated with any hosting product is made on the condition that the hosting service shall not be used for Streaming including but not limited to Shoutcast services, video or audio conferencing or streaming, or the real-time delivery of media files
5. File sharing via peer to peer file networks
6. Virtualization of the server for resale of virtual machines
7. Use of virtualization techniques which split your server into two or more virtual machines

Host Ventura Group reserves the right to cancel any service on any shared platform (including Virtual Servers) which is affecting the ability of the platform to provide acceptable levels of service to other services on the same platform.

If we determine that a Client's products are being used irresponsibly we shall notify you via e-mail of the situation. If you have not acted

to resolve the reported issue within 24 hours we reserve the right to suspend your services immediately and indefinitely until such a time that the reported issue(s) are resolved. Failure to resolve the issue(s) in a timely fashion could result in the termination of your Host Ventura Group products and services.

SECURITY AND PRIVACY

When you purchase Host Ventura Group products and services you shall be required to set an account password and administrative passwords for your products. These passwords and relevant logins must be secure (understood to mean a minimum of 8 characters using a mix of lower and upper case letters, numbers and symbols) and kept confidential by you, the Client. If you are unable to provide your account password you shall have to contact Client support to arrange access to your account and a password reset. Clients are responsible for all content hosted on and traffic generated by their Host Ventura Group products and services. Where applicable (i.e. on dedicated server products), Clients are responsible for ensuring that all software installed is regularly updated and patched to the latest stable version available. Publicly-available services (i.e. mail and proxy servers) running on Client servers must not be remotely exploitable. Equally where a Client has hosted dynamic content on a Host Ventura Group product or service, they are responsible for ensuring that any scripting etc. used to produce that content is secure and designed to prevent abuse or exploitation. If a Client server is found to be transmitting malicious traffic Host Ventura Group shall take action to block that traffic. Where possible this shall be done in a way that minimises service impact to the Client, otherwise the Client shall be notified of the abuse and their service shall be suspended whilst the issue is investigated. Host Ventura Group shall then work with the Client to resolve the issue. Any attempt to breach the security of any machine or network is prohibited. Clients attempting to gain unauthorised access to machines or networks shall have their Host Ventura Group services terminated and where applicable Host Ventura Group shall initiate legal sanctions against the Client. Non-Host Ventura Group Clients attempting to breach our security shall be prosecuted where possible and we ask that Clients remain vigilant for attacks on products administered by them.

E-MAIL

As has been already stated (see Irresponsible Usage) Clients may not use Host Ventura Group Services to send unsolicited bulk e-mails (UBE or 'spam'). If a Client is found to be sending UBE then their mail services shall be suspended and the incident investigated. As Clients sending UBE can cause Host Ventura Group IP addresses to become blacklisted by anti-spam organisations, Host Ventura Group take UBE incidents very seriously, and repeated occurrences of UBE from a Client's service could lead to the termination of that service, without recompense. It should be noted that 'opt-in' mailing lists are allowed provided that it can be demonstrated that recipients have to 'opt-in' to the mailing list and that there is an obvious and functional 'opt-out' system. Clients with dedicated server products running mail server software are required to ensure that any SMTP servers are secured and cannot function as 'open relays'. Servers found to be running 'open relays' shall be suspended and the Client shall be notified of this via email.

The server shall not be re-activated until the Client can demonstrate that the mail server no longer functions as an open relay. Clients with accounts on shared mail servers are reminded of mail account quotas (quota size as stated in the relevant Host Ventura Group product specification). Host Ventura Group reserves the right to suspend e-mail accounts that exceed their quota, and to delete accounts that are not accessed for a period of 60 days.

HOSTING (SHARED)

The Client is responsible for all content on their website and all files stored in their allocated web-space. It is the sole responsibility of the Client to ensure that their data is protected by a robust backup strategy and Host Ventura Group accepts no liability for any data loss suffered by the Client for any reason. It is the Client's responsibility to ensure that the content of their website comply with all applicable local and national laws and EU directives, and that their website does not infringe upon the intellectual property rights of third parties.

Host Ventura Group reserves the right to suspend websites that breach Hostventura's AUP or Terms and Conditions. A suspended website shall not be accessible online. Clients shall be notified via e-mail of a suspension of their service. The website shall remain suspended until the Client can demonstrate the fact that their website no longer violates Hostventura's Terms and Conditions or AUP. Clients are not entitled to any compensation for a suspension of service. If no action is taken by the Client to resolve the infraction, Host Ventura Group reserves the right to terminate that service without recompense. As has been stated previously in the section entitled 'Security and Privacy', passwords for your Host Ventura Group products must be kept secure, and must not be disclosed to third parties, with the sole exception of Web designers/IT professionals who have been contracted to help you create and maintain your website. You must immediately notify Host Ventura Group if you believe that an unauthorised third party has access to your password so that we can take measures to secure your account. Host Ventura Group accepts absolutely no liability in cases where an account password has been compromised.

Non-payment on the part of the Client for any service shall result in the immediate suspension of that service for one week. If payment is not received in that period, the service shall be terminated.

Should you choose to terminate your Host Ventura Group products or services, we shall keep any related data on our servers for a maximum period of seven days, after which it shall be permanently deleted. We reserve the right to delete data relating to terminated products and services at any point within that seven day period. Any IP addresses assigned to Clients remain the sole property of Hostventura.

HOSTING (DEDICATED)

The Client is solely responsible for all content on their server. It is the sole responsibility of the Client to ensure that their data is protected by a robust backup strategy and Host Ventura Group accepts no liability for any data loss suffered by the Client for any reason. It is the Client's responsibility to ensure that the content of their server comply with all applicable local and national laws and EU directives, and that any websites and/or content hosted on their server do not infringe upon the intellectual property rights of third parties.

Host Ventura Group reserves the right to suspend servers that breach Hostventura's AUP or Terms and Conditions. A suspended server shall not be accessible to the Client. Clients shall be notified via e-mail of a suspension of their service. The server shall remain suspended until the Client can demonstrate the fact that their server no longer violates Hostventura's Terms and Conditions or AUP (Clients may be allowed limited access to their server to correct any issues). Clients are not entitled to any compensation for a suspension of service. If no action is taken by the Client to resolve the infraction, Host Ventura Group reserves the right to terminate that service without recompense. To ensure the integrity of our network, Host Ventura Group reserves the right to suspend any server if it is deemed to be causing excessive

load or generating excessive traffic. Clients shall be notified of any such suspension via e-mail. The server shall remain suspended until Host Ventura Group determines that it is no longer a threat to our network. As has been stated previously in the section entitled 'Security and Privacy', passwords for your Host Ventura Group products must be kept secure, and must not be disclosed to third parties, with the sole exception of Web designers/IT professionals who have been contracted to help you create and maintain your website (and/or server). You must immediately notify Host Ventura Group if you believe that an unauthorised third party has access to your password so that we can take measures to secure your account. Host Ventura Group accepts absolutely no liability in cases where an account password has been compromised.

Non-payment on the part of the Client for any service (including Dedicated Servers) shall result in the immediate suspension of that service for one week. If payment is not received in that period, the service shall be terminated.

Should you choose to terminate your Host Ventura Group products or services, we shall keep any related data on our servers for a maximum period of seven days, after which it shall be permanently deleted. We reserve the right to delete data relating to terminated products and services at any point within that seven day period. Any IP addresses assigned to Clients remain the sole property of Host Ventura.

DISCLAIMER

Under the Electronic Commerce (EC Directive) Regulations 2002/58/EC - 2009/136/EC, Host Ventura Group is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using Host Ventura's service unless Host Ventura Group has actual knowledge of those unlawful acts. Accordingly, if Host Ventura Group becomes aware of credible evidence that a Client has carried out any unlawful acts, Host Ventura Group shall take preventative measures to bring those acts to an end.

Host Ventura Group has no obligation, and by this AUP is not deemed to undertake a duty to monitor, regulate and police Clients' conduct and may not be held responsible for any misuse of the network by the Clients.