

# Acceptable Use Policy (AUP)

Fraction Servers Acceptable Use Policy (AUP) is designed to provide a clear understanding of the regulations concerning the use of Fraction Servers services. From time to time Fraction Servers may impose reasonable rules and regulations regarding the use of its services.

By registering for and using the services, and thereby accepting the terms and conditions of the Terms of Service agreement or its equivalent, you agree to abide by the AUP as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as Fraction Servers deems appropriate. An unlisted activity may also be a violation of the AUP if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

## Customer Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's 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. In such event, the customer is solely responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labour used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at £50 per hour.

System and network security violations of system or network security are prohibited, and may result in criminal and civil liability. Fraction Servers 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:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorised monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- High-risk services, which are services which tend to attract denial of service attacks, are strictly prohibited. This includes, but is not limited to, IRC related services and selling of shell accounts.

Violators of the policy are responsible, without limitations, for the cost of labour to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Fraction Servers. Such labour is categorized as emergency security breach recovery and is currently charged at £50 per hour. Inquiries regarding security matters may be directed to <http://abuse.fractionservers.com>.

Fraction Servers is concerned with the privacy of online communications and web sites. In general, 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. As a matter of prudence, however, Fraction Servers urges its customers to assume that all of their online communications are insecure. Fraction Servers cannot take responsibility for the security of information transmitted over Fraction Servers' facilities.

## Password Protection

The customer is responsible for protecting customer's password and for any authorised or unauthorised use made of customer's password. The customer will not use or permit anyone to use Fraction Servers' service to guess passwords or to access other systems or networks without authorisation. Fraction Servers will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

## Contact Information

Customers are responsible for maintaining their contact information in the ticketing system such that the email address is always reachable even in the event of their Fraction Servers server being shut down.

## Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which Fraction Servers may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libellous, and tortuous, indecently depicts children or is likely to result in retaliation against Fraction Servers by offended users. Fraction Servers reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

## Copyright Infringement - Software Piracy Policy

The Fraction Servers network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of the laws of the United Kingdom, or by the common law, is prohibited. This includes, but is not limited to; material protected by copyright, trademark, trade secret, or other intellectual property rights. If you copy, distribute or install software in ways that the licence does not allow, you are violating the law.

## Network Responsibility

Customers have a responsibility to use the Fraction Servers network responsibly which includes, but is not limited to, respecting the other customers of Fraction Servers. Fraction Servers reserves the right to suspend and or cancel service with any customer who uses the Fraction Servers network in such a way that adversely affects other Fraction Servers customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorised access to servers and services that belong to Fraction Servers or its customers (i.e. computer hacking).
- Participating in behaviour which results in reprisals that adversely affect the Fraction Servers' network or other customers' access to the Fraction Servers' network.

Fraction Servers will react strongly to any use or attempted use of an Internet account or computer without the owner's authorisation. Such attempts include, but are not limited to, Internet Scanning (tricking other people into releasing their passwords), password theft, security hole scanning, port scanning, etc. Any unauthorised use of accounts or computers by a Fraction Servers customer, whether or not the attacked account or computer belongs to Fraction Servers, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of Fraction Servers is strictly prohibited.

## Lawful Purpose

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to:

- Copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.
- Using any Fraction Servers service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.
- Any conduct that constitutes harassment, fraud, stalking or abuse is prohibited.
- Using the Fraction Servers' 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.

Servers hosted within Fraction Servers network are open to the public. You are solely responsible for your usage of the Fraction Servers' network and servers and any statement you make on servers hosted within the Fraction Servers' network may be deemed "publication" of the information entered.

Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libellous.

### **Adult Content on the Internet**

Fraction Servers will provide notification and will inform any customers in writing of improper materials on our servers. Fraction Servers reserves the right to disconnect any customers immediately. Legal adult content is permitted on the network.

### **Commercial Advertisements with Email**

Fraction Servers takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply, this means that customers of Fraction Servers may not use or permit others to use our network to transact in UCE. Customers of Fraction Servers 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.

Sending a commercial message, especially an advertisement, to more than five recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This includes commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message.

Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in.

Customers of Fraction Servers are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our customers, if they are resellers, are ultimately responsible for the actions of their clients over the Fraction Servers network, it is advisable that customers develop a similar, or stricter, policy for their clients.

Violation of Fraction Servers SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Fraction Servers will initiate an immediate investigation (within 48 hours of notification). During the investigation, Fraction Servers may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Fraction Servers may, at its sole discretion, restrict, suspend or terminate the customer's account. Further, Fraction Servers reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Fraction Servers will notify law enforcement officials if the violation is believed to be a criminal offense.

## General

- Clients may not use our hosting service for any illegal purposes.
- Failure to adhere to the AUP may result in disconnection of power and/or removal of equipment from the datacentre.
- Fraction Servers will not be held liable for any losses incurred should equipment be removed/disconnected owing to a breach of the AUP.
- Fraction Servers' decision in all matters pertaining to the AUP will be final.

## Suspension

Fraction Servers reserves the right to suspend network access to any customer if, in the judgment of the Fraction Servers' network administrators, the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Fraction Servers reasonably chooses, including but not limited to non-payment. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

## Cancellation

Fraction Servers reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation are non-refundable if Fraction Servers institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.). Fraction Servers requires all customers to provide three days' notice of any cancellations.

## Indemnification

The customer acknowledges its indemnification obligations under the Fraction Servers' Terms of Service. Violations of this AUP may result in significant civil and criminal liability of the customer.

## Disclaimer of Responsibility

Fraction Servers is under no duty to look at each customer's or 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. Fraction Servers 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.