

## Acceptable Use Policy

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### Acceptable usage Policy for all Services

As a provider of web site hosting and other Internet-related services, Corgi Tech Limited offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Corgi Tech Limited respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Corgi Tech Limited reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Corgi Tech Limited has developed an **Acceptable Use Policy ("AUP")**, which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using Corgi Tech Limited' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Corgi Tech Limited cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Corgi Tech Limited cannot monitor or censor the Internet, and will not attempt to do so, Corgi Tech Limited cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that Corgi Tech Limited does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over Corgi Tech Limited' network and may reach a large number of people, including both subscribers and non-subscribers of Corgi Tech Limited, subscribers' postings to the Internet may affect other subscribers and may affect Corgi Tech Limited' goodwill, business, reputation or operations. For these reasons, subscribers violate Corgi Tech Limited policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

- Posting, transmission, re-transmission, or storing material on or through any of Corgi Tech Limited's products or services, if in the sole judgment of Corgi Tech Limited such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or

regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.

- Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.
- Deceptive marketing practices.
- Actions that restrict or inhibit anyone whether a customer of CORGI TECH LIMITED or otherwise in his or her use or enjoyment of CORGI TECH LIMITED's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
- Introduction of malicious programs into the CORGI TECH LIMITED network or servers or other products and services of CORGI TECH LIMITED(e.g., viruses, trojan horses and worms).
- Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information. This also includes no IRC on the network.
- Executing any form of network monitoring that will intercept data not intended for the customer. Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
- Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
- Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Corgi Tech Limited's products or services.
- Harassment, whether through language, frequency, or size of messages.
- Unauthorised use or forging of mail header information.

- Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- HYIP sites are not allowed. HYIP stands for High Yield Investment Programs.
- Sites that are attacking in nature, specifically "sucks" types sites and sites that use others corporate names to promote them as sucking or use their corporate image / logo exactly or in slightly altered ways are expressly disallowed.
- Anonymous proxies are not permitted.

**Spamming:**

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Corgi Tech Limited, but also because it can overload Corgi Tech Limited' network and disrupt service to Corgi Tech Limited' subscribers.

Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Corgi Tech Limited will investigate and shutdown the account that is SPAMMING. A £250 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore Corgi Tech Limited reserves the right to prosecute for this violation. A £1.00 charge will be assessed PER EMAIL sent should Corgi Tech Limited choose to pursue and prosecute.

**IRC:**

We currently do not allow IRC or IRC bots to be operated on our servers. IRC servers are not permitted on our network unless written authorisation has been provided by a member of Corgi Tech Staff.

**Bandwidth Abuse:**

Traffic will go unmonitored until YOU reach the amount of quota allocated to YOUR specific PLAN. Thereafter, normal data transfer cost of £2.00/1GB/month will be billed to YOUR account. If YOU want to pre-pay for bandwidth overages, you need to contact us to arrange this beforehand.

YOU will have 3 days to pay for your overages. Failure to do so will result in YOUR service being disabled within 3 days of YOUR first notice.

Corgi Tech Limited will be the sole arbiter as to what constitutes a violation of this provision. It is the responsibility of each client to install a 3<sup>rd</sup> party bandwidth monitoring tool on their VPS node to ensure the client remains in their Bandwidth allocation.

### **Hard Disk abuse (Swapping):**

Sometimes when a VPS runs out of RAM, just like a standard PC it will begin to use Hard disk space as a substitute for RAM. This is known as swap file use (Swapping). Because Hard disks are mechanical and not as fast as RAM there is a tremendous load put on the hard disks and it begins to deteriorate the performance of the host server. This in turn affects all the clients on that host.

Corgi Tech Limited will allow for the occasional use of Swap memory. However sustained (above 4 hours) usage will be deemed to be excessive use and the client will be notified that they need to either upgrade their RAM or adjust their VPS to not use as much RAM. Failure to respond to this request within 12 hours will result in the suspension of the service or limitation of Hard disk resources.

### **Securing your Servers:**

Each client must exercise due diligence and make sure they keep their accounts and VPS nodes secure by ensuring the following:

- Have a secure password between 8-20 characters long which includes a mixture of capital letters and non-alphanumeric characters.
- Ensure any script that is installed is up to date and does not provide or display sensitive details to the public.
- Keeping well informed on products installed on their accounts to monitor exploits and upgrades.
- Ensuring the terminals used to connect to their services are secure.

VPS clients are responsible for securing their own virtual servers and ensuring firewalls, anti-virus, malware detectors are in place. As a VPS client you have complete control of your server and therefore are completely responsible for it. If you wish your VPS server to be managed by Corgi Tech Limited we do provide a managed service.

### **Other Activities:**

Engaging in activities, whether lawful or unlawful, that Corgi Tech Limited determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Corgi Tech Limited will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Corgi Tech Limited' policy or applicable law. However, when Corgi Tech Limited becomes aware or suspicious of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, inspection of files and traffic on any of the services provided, shutting down a web site, implementing screening software designed to block

offending transmissions, denying access to the Internet, or any other action deemed appropriate by Corgi Tech Limited.

Corgi Tech Limited is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching Corgi Tech Limited' facilities from those subscribers may have originated from a customer of the subscriber or from another third party. Corgi Tech Limited does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Corgi Tech Limited reserves the right to directly take action against a customer of its subscribers. Also, Corgi Tech Limited may take action against the Corgi Tech Limited' subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Corgi Tech Limited anticipates that subscribers who offer Internet services will cooperate with Corgi Tech Limited in any corrective or preventive action that Corgi Tech Limited deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Corgi Tech Limited policy.

Corgi Tech Limited will not intentionally monitor private electronic mail messages sent or receive by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Corgi Tech Limited may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Corgi Tech Limited may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Corgi Tech Limited assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Corgi Tech Limited may disclose subscriber information or information transmitted over its network where necessary to protect Corgi Tech Limited and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Corgi Tech Limited will never sell information to other services or outside companies.

Corgi Tech Limited expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Corgi Tech Limited policy. Finally, Corgi Tech Limited wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Corgi Tech Limited for any violation of the Service Agreement, law or Corgi Tech Limited policy resulting in loss to Corgi Tech Limited or the bringing of any claim against Corgi Tech Limited by any third party. This means that, if Corgi Tech Limited is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against Corgi Tech Limited, plus costs and reasonable attorney's fees.