

Acceptable Use Policy



V011010

This acceptable use policy (AUP) sets out the terms between you and us under which you may access our Software, Storage (SaaS) & Website. This AUP applies to all users of, and visitors to, our site, as well as those visitors who sign up to our Services.

Your visit to, or use of, our site means that you accept, and agree to abide by, all the policies in this AUP.

We may change the AUP to reflect changes in law, regulation or accepted industry practice by posting any changes on our site. It will be your responsibility to check our website frequently for updates, as they are legally binding on you.

We will determine, in our discretion, whether there has been a breach of this AUP through your use of our site. When a breach of this AUP has occurred, we may take such action as we deem appropriate, including:

- Immediate, temporary or permanent withdrawal of your right to use our site and or SaaS
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

If you have any questions about this AUP, please contact us at abuse@restore.co.uk

1. Internet Abuse

You may not use our network to engage in illegal, abusive, or irresponsible behaviour, including:

- 1.1 unauthorised access to or use of data, services, 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 authorisation of the owner of the system or network;
- 1.2 monitoring data or traffic on any network or system without the authorisation of the owner of the system or network;
- 1.3 interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- 1.4 use of an Internet account or computer without the owner's authorisation;
- 1.5 collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- 1.6 use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;
- 1.7 use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- 1.8 any activity or conduct that is likely to result in retaliation against our network;
- 1.9 any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations including data protection;
- 1.10 introducing intentionally or knowingly into the Service any virus or other contaminating program or fail to use an up to date virus-scanning program on all material downloaded from the Services;
- 1.11 sending unsolicited e-mails ("spam");

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1.12 misrepresenting yourself as other computer networks and users; or

1.13 any activity or conduct that unreasonably interferes with our other customers' use of our site or Services.

2. Security

2.1 You must take reasonable security precautions when visiting or using our site.

2.2 Where you are using a password to access our site, passwords should consist of at least 7 mixed alpha and numeric characters with case variations. You should not permit a common word to be used as a password. You must protect the confidentiality of your password, and you should change your password regularly.

3. Bulk Commercial E-Mail

You warrant and represent that your use of our site or Services will not contravene relevant direct marketing and unsolicited email legislation. You acknowledge that we do not monitor your use of our site or Services.

4. Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a Restore-Online (or our partners') systems or network or to breach our security or authentication measures, whether by passive or intrusive techniques without our prior written consent.

5. Newsgroup, Chat Forums, Other Networks

5.1 You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

5.2 You must comply with the rules of any other network you access or participate in using your our services.

6. Offensive Content

6.1 You may not publish, display or transmit via our network and equipment any content that we reasonably believe:

6.1.1 constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;

6.1.2 is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;

6.1.3 is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

6.1.4 is defamatory or violates a person's privacy;

6.1.5 creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;

6.1.6 improperly exposes trade secrets or other confidential or proprietary information of another person;

6.1.7 is intended to assist others in defeating technical copyright protections;

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- 6.1.8 infringes another person's trade or service mark, patent, or other property right;
 - 6.1.9 is discriminatory in any way, including by way of sex, race, or age discrimination;
 - 6.1.10 facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
 - 6.1.11 involves theft, fraud, drug-trafficking, money laundering or terrorism;
 - 6.1.12 is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
 - 6.1.13 is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.
- 6.2 Content "published or transmitted" via our network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the Internet.

7. Copyrighted Material

- 7.1 You may not use our network or equipment to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:
- 7.1.1 you have been expressly authorised by the owner of the copyright of the work to copy the work in that manner; and
 - 7.1.2 you are otherwise permitted by copyright law to copy the work in that manner.

8. Other

- 8.1 You must have valid and current information on file with your domain name registrar for any domain hosted on our network.
- 8.2 Where you are using our Services, you may only use IP addresses assigned to you by our staff.
- 8.3 You may not take any action which directly or indirectly results in any of our IP space being listed on any abuse database.

9. Consequences of Violation of AUP

You are strictly responsible for the use of our site or our Services in breach of this AUP, including use by any users to whom you make our site or Services available, including unauthorised use caused by your negligence. You agree to indemnify us, and keep us indemnified against all damages losses and costs (including legal costs) and expenses of any nature incurred by us as a result of your breach, or a breach by a user to whom you make our site or Services available, of any provision of this AUP.

10. Disclaimer

We are under no duty, and by this AUP are not deemed to undertake a duty, to monitor or police your activities and we disclaim any responsibility for any misuse of our network.