

Acceptable Use Policy

Introduction

MagentaSteel has created this Acceptable Use Policy (AUP) for our customers to protect our resources, and the resources of our other customers and suppliers' networks in order to provide a high speed network, high availability services and to ensure that MagentaSteel comply with all relevant UK laws. This AUP must be read in conjunction with our [Terms and Conditions](#).

It is the responsibility of all customers of the MagentaSteel network and services to ensure that they comply with the latest edition of the AUP at any given time.

This AUP may be revised, without notice, at any time, at the sole discretion of MagentaSteel. Completion of the relevant application form, or connection to the service for the first time, is deemed to be an agreement to our Terms and Conditions and this AUP.

In the event of a breach of this policy, MagentaSteel reserve 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 any of our policies, please contact Customer Service at: support@magentasteel.com.

Compliance with UK Law

It is an offence under UK law to transmit, receive or store certain types of files.

Customers 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 the UK authorities under the relevant Criminal Acts including but not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. Customers are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. MagentaSteel will co-operate with any agency or rights holder wishing to assert their rights in these matters and MagentaSteel reserve the right to withdraw service under such circumstances.

The Data Protection Act 1998 imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties constitutes a criminal offence. Customers who are not merely

processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

Under the Electronic Commerce (EC Directive) Regulations 2002, MagentaSteel is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

Compliance with foreign law

The Internet is global in reach. Consequently it is possible for anyone using the internet to break the laws of foreign countries. Customers are therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

Warranties and Disclaimers

Our service warranties and the extent of our liability are explained fully in our [Terms and Conditions](#).

By connecting to the MagentaSteel services, Customers agree to hold MagentaSteel harmless in the event of any legal claim regarding our services.

Irresponsible usage

Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. MagentaSteel deem irresponsible use of the services to include, but not be limited to, sending unsolicited e-mail ("spamming") and attempting to breach the security of a 3rd party machine.

In the event that a customer's services are used for any purpose that MagentaSteel deem irresponsible then MagentaSteel reserve the right to suspend service while the usage is investigated in consultation with the customer. Should investigation determine that the service has been used irresponsibly, MagentaSteel reserve the right to terminate the customer's account with immediate effect. Wherever possible the customer will be notified in advance of any termination.

Security and privacy

Login names and passwords must be kept secret and not be communicated to any third party. MagentaSteel must be notified immediately if they are compromised. If a customer forgets or loses their password, they will need to contact support to have it changed.

Customers are responsible for all traffic that is sent from their systems. It is therefore the customer's responsibility to ensure that all software is virus-free and up-to-date with all relevant security patches.

If MagentaSteel find malicious traffic emanating from a customer's systems, MagentaSteel have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. MagentaSteel understand that in many cases a customer may not be responsible for or aware of the problem, and therefore MagentaSteel will work with the customer to resolve the issue as efficiently as possible to restore normal service.

E-mail

Customers may not use MagentaSteel services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). MagentaSteel will block the mail services of any customer found to be sending such mail.

Customers may not have "open mail relays". MagentaSteel will close the relay or connection of any customer found with an open mail relay.

Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

MagentaSteel reserve the right to remove any mail older than 60 days from their mail servers. It is the customer's responsibility to ensure that mail is regularly collected and removed from MagentaSteel's POP3 server. MagentaSteel strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, MagentaSteel reserve the right to remove older mails from the mailbox to reduce its size.

Hosting

By uploading to the services, the customer will be deemed to have accepted and agreed to the [Terms and Conditions](#) of use of the Web space service.

The Customer will be responsible for the content of their website, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. MagentaSteel reserve the right, without notice or explanation, to remove material which does not comply with this AUP or our Terms and Conditions, such as material of an adult nature or pirated software.

MagentaSteel reserve the right to suspend any or all of the service at any time, without prior notice, explanation, or recompense.

Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their website. MagentaSteel reserve the right to suspend any sites containing such material. Customers must be careful when using peer to peer networking software to ensure that they do not download or transfer material which they do not have the right to download or transfer.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on the customer's behalf. MagentaSteel must be notified immediately if they are compromised. If someone were to gain access to a customer's account password, they could tamper with files held on the customer's website.

The customer has sole responsibility for ensuring that any data is suitably backed-up. MagentaSteel will not keep backups of customers' websites. MagentaSteel will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

If the account is suspended for any reason, such as non-payment, access to the customer's website, both for viewing and uploading, may also be suspended.

On closing an account, the relevant data on this Web space will be deleted.

Attempted security breaches

Any attempt to breach the security of any machine is forbidden. Attempting to do so will result in immediate account termination and possible further legal action. Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990 or any other relevant criminal legislation.

Attempts to circumvent copy protection technology and encryption are also likely to be illegal under the Copyright Designs and Patents Act 1988 (as amended).

Non-Specific

Customers may not mount an attack, by whatever means, against our system, or any other systems. Customers may not run unauthorised mailing lists from or through any of our machines or mail servers.

Any IP addresses assigned to customers by MagentaSteel are owned by MagentaSteel.

When using a quota-based service, it is the customer's responsibility to remain within their usage quota. MagentaSteel reserve the right to delete files for over-quota users.

