

# Acceptable use policy

This policy is subject to change, so please check regularly for updates. This policy is in addition to Marsden Cloud's Terms & Conditions.

## 1. Use of Services

- 1.1. Marsden Cloud reserves the right to suspend or cancel a customer's access to any or all Services provided by Marsden Cloud, where Marsden Cloud decides that the account has been inappropriately used. Marsden Cloud reserves the right to refuse Services and/or access to its servers to anyone.
- 1.2. Marsden Cloud offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any material which does not comply with our content guidelines (see section 3).
- 1.3. Marsden Cloud provides unlimited, burstable bandwidth and Burstable RAM with some of the services and for these resources we require that you do not continuously use an unreasonable excess of such resources. Use of them in a temporary, burstable fashion is acceptable.
- 1.4. Marsden Cloud offer large numbers of mailboxes with some account types subject to a fair use policy. Mailboxes are intended for direct use by the package owner and should not be resold or offered for use by third parties. Should the number of active mailboxes assigned to an individual package exceed 49, Marsden Cloud reserve the right to restrict the number of mailboxes included in the package price.
- 1.5. Marsden Cloud reserve the right to delete mailboxes (including contents) that are deemed inactive, i.e. have not been accessed within the last 180 days.
- 1.6. Marsden Cloud will suspend access to, or cancel, an account which:
  - 1.6.1. Contains invalid or fraudulent details.
  - 1.6.2. Initiates a payment card chargeback.
- 1.7. You agree;
  - 1.7.1. not to re-sell or offer for the use of third parties any part of our services.

## 2. Acceptable use guidelines

- 2.1. You may not use the Services:
  - 2.1.1. in any way that breaches any applicable regulation , UK or International law.
  - 2.1.2. in any way that is fraudulent;
  - 2.1.3. to host any material which is in breach of our content guidelines (see section 3);
  - 2.1.4. to transmit, or otherwise permit any unsolicited or unauthorised advertising or promotional material or any other form of similar marketing material ,also known as SPAM or Unsolicited Commercial E-mail (UCE)

- 2.1.5. to publish or otherwise distribute Warez, copywritten or other illegal material. The onus is on You the customer to prove that You own the rights to publish material, not for Marsden Cloud to prove that You do not.
- 2.1.6. to participate in any file-sharing/peer-to-peer activities;
- 2.1.7. as a file backup store. All files uploaded to a domain on our servers must be visible and accessible by visiting that domain, unless they are hidden files needed to operate the website; we reserve the right to delete files which do not match these criteria without giving notice to you.
- 2.1.8. to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy Services, anonymous or otherwise, are not allowed.
- 2.1.9. to use an excessive amount of server resources. These include bandwidth, processor utilization and / or disk space.
- 2.1.10. to offer HTTP downloads from your site, other than where the files are directly related to the subject matter of the site. We recommend you stream any multimedia content including audio and video files. Any downloads offered by You under this clause are subject to sections 1.2, 2.1.6, and 2.1.10 of this Acceptable Use Policy. Marsden Cloud reserves the right to archive any download content we do not believe to be necessary for the normal operation of the site, and the definition of this is entirely at the discretion of Marsden Cloud.
- 2.1.11. to redirect users from a non-.XXX website to a .XXX website
- 2.1.12. in any way that Marsden Cloud deems to be unfair, or You have deliberately taken unfair advantage of Marsden Cloud or any of its customers.
- 2.1.13. in any way that exceeds any storage quotas outlined by Marsden Cloud for specific product or services.

### 3. Content guidelines

3.1. These content guidelines apply to any and all services provided by Marsden Cloud to You.

3.2. Material published to or transmitted through our servers must:

3.2.1. be accurate (where stating facts);

3.2.2. comply with applicable law in accordance with section 2.1.1 of this policy.

3.3. Material must not:

3.3.1. be defamatory of any person;

3.3.2. be obscene, offensive, or inflammatory;

3.3.3. contain any adult material with the exception of content hosted on .XXX domains. Adult material includes all pornography; or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of Marsden Cloud.

3.3.4. material hosted on .XXX domains must not breach any of the IFFOR policies. These include, but are not limited to:

3.3.4.1. .XXX registrants must not display any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, depicting child pornography as defined in the United Nations Convention on the Rights of the child.

3.3.4.2. .XXX registrants must agree to permit automated monitoring of their sites by IFFOR or if applicable, any other recognised third party for compliance with IFFOR policies, including without limitation, IFFOR policies requiring site labelling, prohibiting child pornography, and prohibiting content or conduct designed to suggest the presence of child pornography. Registrants must agree not to employ technological or other means to defeat or prevent such monitoring.

3.3.4.3. No registrant shall use or permit use of a .XXX domain name for or in connection with email spoofing, phishing, spam, or other forms of malicious behaviour, in accordance with specifications and policies issued by IFFOR from time to time.

3.3.4.4. No registrant may register an abusive string in the sTLD including, without limitation, strings that infringe the intellectual property rights of a third party, including common law trademark rights; strings that are obvious variants of well-known trademarks not belonging to the registrant; first and last names of an individual other than the individual or his/her agent or names that suggest the presence of child pornography.

3.3.5. infringe any copyright, or trade mark.;

3.3.6. be likely to deceive any person;

3.3.7. promote or assist any illegal activity;

3.3.8. be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

3.3.9. be used to to misrepresent your identity or affiliation with any person or organization;

3.4. You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

#### 4. Enforcement

4.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Marsden Cloud Services. When a breach of this policy has occurred, we may take such action as we deem appropriate in accordance with section 1.1 of this Acceptable Use Policy.

- 4.2. Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms and Conditions upon which you are permitted to use Marsden Cloud Services, and may result in our taking all or any of the following actions:
  - 4.2.1. immediate, temporary or permanent withdrawal of your right to use Marsden Cloud Services;
  - 4.2.2. immediate, temporary or permanent removal or archiving of any content in breach of our Content Standards (as defined in section 3 of this Acceptable Use Policy) uploaded to our servers;
  - 4.2.3. issue of a warning to you;
  - 4.2.4. issue of 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;
  - 4.2.5. further legal action against you; or
  - 4.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 4.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## 5. General

- 5.1. Marsden Cloud have a Police Liaison function and we are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

## 6. Contact Information

- 6.1. We are happy to answer any questions You may have regarding Your Marsden Cloud Services. Please note that any discussions with Marsden Cloud Ltd are treated in strictest confidence, so we may need to ask You security questions to confirm that we are speaking to the right person.

## 7. Privacy policy

- 7.1. Your right to privacy is very important. Marsden Cloud recognise that when You choose to provide Marsden Cloud with information about Yourself, You trust Marsden Cloud to act in a responsible manner. We believe this information should only be used to help Marsden Cloud provide You with a better Service. That's why we have put a policy in place to protect Your personal information which you can read by clicking on the link below.