



Aspire Ltd's Acceptable Usage Policy (AUP)

Aspire Ltd Acceptable Usage Policy ("AUP") is provided to give our customers (a Customer is defined as customer or anyone who uses or accesses the Network utilised by Aspire Ltd or Internet service) and users a clear understanding of what Aspire expects of them while using or transiting our network, equipment and services. All users of Aspire Ltd's Internet services: including those who access any of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our Terms and Conditions as posted on www.aspireinternet.co.uk. This AUP defines the behaviour that Aspire deems acceptable for those using our resources and the sanctions that may be applied to anyone who misuses those resources.

Use of Aspire Ltd Service constitutes acceptance and agreement to Aspire Ltd's AUP as well as Aspire Ltd's Terms and Conditions as posted on www.aspireinternet.co.uk.

Aspire Ltd strives to provide its customers with the highest quality Internet service available and at the same time respect the standards that have been created within the Internet community. To that end, Aspire Ltd believes that certain activity and conduct is inappropriate or abusive and will not be tolerated on the Aspire Ltd network. Aspire will fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of the Police or relevant authorities in order to bring such miss-use and violations to an end.

Aspire Ltd supports the uncensored flow of information and ideas over the Internet and does not actively monitor customer activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services. However, in accordance with our Terms and Conditions as posted on www.aspireinternet.co.uk, we may remove any materials that, in our sole discretion, may be considered or thought to be illegal, may subject us to liability, we deem inappropriate, or which may violate this AUP. Aspire Ltd will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. An alleged violation of this AUP may result in the temporary suspension of any and/or all services on your Aspire Ltd account WITHOUT PRIOR NOTICE pending an investigation into the matter. At the conclusion of the investigation, if it is determined that the violation is legitimate, your account with Aspire Ltd may be terminated or other actions may be taken as detailed in this AUP. If it is determined that the alleged violation was illegitimate, service will be restored promptly.

VIOLATIONS OF Aspire Ltd AUP

The following activities constitute violations of this AUP:

1. **Dialup Access:** Aspire Ltd works hard to provide our dialup users with the best possible access across traditional POTs (Plain Old Telephone Service) and ISDN lines. To that end, users are expected to use the service in a reasonable manner including but not limited to e-mail, newsgroups, file transfers, Internet chat, online games, and browsing the World Wide Web. High volume or commercial use including but not limited running a server of any sort is strictly prohibited. A dialup account is intended for use by one user, simultaneous login attempts from multiple users is not allowed.
2. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection on a dialup service, i.e. automated ping programs, while using Aspire Ltd services could result in suspension of service.
3. **Your FREE Personal Web Page:** Some Aspire Ltd access accounts include FREE personal web space. Aspire Ltd does not routinely monitor the contents of your personal web page(s) or the network transfer that originates from such. You are solely responsible for any information contained on your personal web page(s). However, if complaints are received regarding language, content or graphics contained on your personal web page(s), Aspire Ltd may, at its sole discretion, remove the personal web page(s) hosted on Aspire Ltd servers and revoke your access to that space.

You may not use your personal web site to publish material, which Aspire Ltd determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. NO ADULT orientated material may be stored in your personal web space or displayed on your personal web page(s).

This space should not be used for commercial activities. Limited server side scripting is supported, i.e.: CGI, PERL, PHP. Customer side scripting may be used at your discretion, however, Aspire Ltd's phone support will not provide in-depth support for any of the above listed services. If you feel you need additional services such as administrative control over your domain, greater scripting capabilities, and your own domain name then please consider our hosting packages starting at just £10/month. If you need more in-depth support with your scripts you may decide to take advantage of our web consulting services. Enquiries should be sent to

sales@aspireinternet.co.uk.

Note: Web sites for SOHO (Small Office, Home Office) based businesses will be permitted provided that they do not receive excessive traffic. We want you to get the best possible use out of your FREE web space. If your traffic becomes problematic or excessive, we will ask that it be removed or that you purchase a domain hosting account to better suit your needs. As always, your site will be subject to all other provisions of this AUP and our Terms and Conditions as posted at www.aspireinternet.co.uk.

4. Hosted Domain Account: The Customer shall not use personal and/or corporate website for the publication and distribution of spamming software, lists of personal or corporate e-mail addresses (except where each and every addressee has given their express permission) or any personal data except where such data is in strict accordance with the Data Protection Act 1984, regulations made pursuant to the Act and subsequent legislation. The Customer shall not use unsolicited e-mail messages or cause such to be used in order to draw attention to, promote or otherwise advertise its website. The Customer shall not publish, hold or cause to be held or accessed via its website material that is of an illegal nature and/or contrary to the terms of Aspire Ltd's standard Terms and Conditions.

You may not use your hosted domain site to publish material, which Aspire Ltd determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. NO ADULT orientated material may be stored in your hosted domain site or displayed on your hosted domain pages.

If you feel your site is of a questionable nature, please contact us before you sign up and we can discuss your intentions. Enquiries should be sent to info@aspireinternet.co.uk.

5. Illegal use: Use of the Aspire Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable UK or international law, or any rules or regulations promulgated there under. Examples of such activities, includes but is not limited to, posting illegal copies of software on our news server or providing such software from your web space. This includes material which is prohibited under the various Acts of Parliament dealing with material sent over a public telecommunications network, notably the telephone system.
6. Threats and acts of Terrorism: Use of the Aspire Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm, encourages destruction of property or promotes senseless hatred toward other groups of people in society is not permitted. This also includes communications or transmissions of any sort to others intended for the purpose of planning terrible acts against society. If Aspire Ltd becomes aware of any such activity it will be reported to the proper authorities without any notice to the customer.
7. Harassment: Use of the Aspire Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another user or member of society is not permitted.
8. Harm to minors: Use of the Aspire Ltd service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography or sexual solicitation is not permitted and may result in criminal charges. This includes content that posts or discloses personal identification information or private information of individuals under the age of 13 or in connection with materials directed toward individuals under the age of 13 without verifiable parental consent and sites that exploit images of children under 18 years of age. Aspire Ltd will fully co-operate with the Police or other relevant authorities.
9. Forgery or impersonation: Adding, removing or modifying identifying network header information in any manner in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames is discouraged but does not constitute impersonation.
10. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Aspire Ltd service is in violation of this AUP.
11. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news media will result in the immediate termination of the offending Aspire Ltd account.
12. Unsolicited commercial e-mail / Unsolicited bulk e-mail (spam) Use of the Aspire Ltd service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate suspension and possible termination of the offending Aspire Ltd account. Each report of U.C.E. by another user or third party may incur a fee of £50.

Persons and or Businesses using Aspire Ltd's network to propagate e-mail lists are not exempt from this policy or the fees. Such e-mail lists, commonly called list servers, must present the user with a verification of their subscription prior to sending e-mail to the recipient. This verification process must also be able to provide proof

of the recipient's approval to prevent account termination. Any mailing lists used by the Customer must be "opt in" mailing lists generated for their own customers and must contain an unsubscribe function that must be acted upon. Purchased mailing lists from marketing web sites must be verified as "opt-in" mailing lists as proven by the Customer, otherwise it will be considered a breach of this AUP. Aspire Ltd, at its sole discretion, may terminate any account if complaints regarding the e-mail list(s) become excessive

13. Usenet spamming: Aspire Ltd has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
14. Unauthorised access: Use of the Aspire Ltd service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Aspire Ltd's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Aspire Ltd account is subject to immediate termination.
15. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Use of the Aspire Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.
16. Collection of personal data: Use of the Aspire Ltd service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is not permitted. Any user found in violation of this policy may be reported to the appropriate authorities.
17. Network disruptions and unfriendly activity: Use of the Aspire Ltd service for any activity which affects the ability of other people or systems to use Aspire Ltd Services or the Internet. This includes, but is not limited to, "denial of service" (DOS) and "distributed denial of service" (DDOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorised entry and/or use of another company and/or individual's computer system will result in immediate account termination. Aspire Ltd will not tolerate any customer attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. Ignorance of such activity originating from a Customer's equipment is no excuse and service will be suspended until such time that the offence is rectified.
18. Fraud: Involves a knowingly misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
19. Fraudulent activity: Use of Aspire Ltd service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," and "chain letters."
20. Distribution of Viruses or Hostile software: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offence will result in the immediate termination of the offending account.
21. Reselling the services: Reselling of Aspire Ltd service without our express written authorization is prohibited.
22. Third Party Accountability: Aspire Ltd customers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the AUP. This includes but is not limited to DSL and other dedicated customers who are running servers connected through Aspire Ltd access. Appropriate fines may apply.
23. Mail Box usage: As the primary account holder, you are responsible for all account activity. All provisions of the AUP apply to your use of all e-mail boxes. Misuse of Extra E-mail Boxes services may result in termination of your account. If a secondary mailbox is involved in a violation of the AUP, your account, including all secondary mailboxes may be terminated. A terminated account will result in lost e-mail and Internet access for all users of your account. Therefore, it is important that you make sure everyone you will allow to use your account or a secondary mailbox understands all terms of this AUP and the consequences of violations. An Email account exists only as long as an account is held with Aspire Ltd. It is the responsibility of the account holder to collect any mail prior to cancellation. In the event that Aspire Ltd cancels an account due to infringement of Aspire Ltd's Terms and Conditions or in breach of this AUP all mail stored on Aspire Ltd systems will be automatically deleted 7 days after termination. On application to Aspire Ltd and subject to any outstanding

payments or handling charges being made Aspire Ltd will forward the mail to any new address as instructed in writing. Aspire Ltd prohibits the use of private mailing lists run on Aspire Ltd systems unless written authority to the contrary is obtained.

You must not send via e-mail any item which it is illegal to send or possess. This includes but is not limited to, content that contains or contains links to nudity, pornography, adult content, sex, extreme violence, or foul language, content that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not. Content that is racist, or otherwise extremely offensive to others, including content which aggravates, harasses, threatens, defames, or abuses others. Content that provides, sells, or offers to sell the following: controlled substances, illegal drugs and drug contraband, alcohol, weapons, pirated materials, pornography or sexual products, programs to attack others, illegal goods, escort services, instructions on making, assembling, or obtaining illegal goods or weapons, information used to break copyright or trademark violations, to destroy others' property, or to harm any people or animals.

24. Security: You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee and your liability under the law is not necessarily limited. You must adopt adequate security measures to prevent or minimize unauthorised use of your account by taking steps to ensure that others do not gain unauthorised access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server.

Password Privacy and Protection: Your password provides access to your account. It is your responsibility to keep your password secure. Sharing your password and account access with unauthorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. User accounts will be terminated immediately if Aspire Ltd feels your password has been compromised. Unless specified to the contrary in your service order your account is for your own individual use only. You should keep your user name and password supplied by Aspire Ltd secure and you must not pass them on to any other individual or group of people. Multiple concurrent logins are prohibited. The Services may not be used to cause annoyance, inconvenience, or needless anxiety.

25. Network and Personal Security: Users who violate systems or network security may incur criminal and/or civil liability. Aspire Ltd will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
26. Network Performance: Aspire Ltd accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

a) You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of Aspire Ltd systems or networks. Aspire Ltd reserves the right to terminate or limit such activities. This includes, but is not limited to, unattended processes running on our web server.

b) You may not establish more than one connection to our network from your account at any one time.

c) You may not provide network services from your account (for example, you may not use your account to operate an ftp or a web server), unless your account type specifically provides for it.

d) Each customer account will be provided 50 MB of total disk storage for all e-mail boxes. Messages left on Aspire Ltd's mail servers for more than thirty days (30 days) are subject to immediate deletion read or unread. Total mailbox storage is limited to 50 MB per account without regard to the age of the messages in any of the mailboxes. Once the 50 MB limit is exceeded, any incoming messages will be returned to the sender until the customer reduces mailbox size by removing mail from the server. Should the volume of mail threaten the proper functioning of Aspire Ltd systems Aspire Ltd reserves the right to delete all the mail and return any new messages to the sender without delay. Aspire Ltd will make a reasonable effort to contact the customer if time permits but operational considerations will have priority.

Additional capacity may be purchased, please contact sales@aspireinternet.co.uk

e) You may not employ automated electronic or mechanical processes designed to defeat network inactivity

time-outs. Such tools include, but are not limited to, use of an auto-dialer and repetitive pinging of a host.

27. Internet Relay Chat: Although Aspire Ltd does not offer technical support for Internet Relay Chat (IRC), you may use your account to connect to IRC; servers and networks maintained by Aspire Ltd or third parties. Please remember that you are a guest when you make use of these facilities. It is particularly important that you do not engage in activities which might interfere with other customers' access to IRC.
- a) You may not use IRC;scripts or programs that interfere with or deny service to other users on any other server, host, network or channel.
 - b) You may not engage in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizure and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors.
 - c) You may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.
 - d) You may not run; " clones" (multiple simultaneous IRC;connections).
 - e) You may not attempt to run IRC bots on our servers at any time.
28. Unattended applications: Programs, scripts and/or applications which are run unattended on Aspire Ltd servers are expressly forbidden. Such programs include but are not limited to proxies and relays. It is understood that users may write CGI programs for their web pages, however these scripts must not persist once the data has been submitted and/or the http session has closed.

Any efforts to circumvent the spirit of this rule will result with a fine up to £500 and any and all accounts with shell access being disabled. If the offense is deemed severe enough, the account may be terminated.

29. Applications Expressly Banned on Aspire Ltd Servers: The following applications and any of their derivatives are banned from our servers:
- Eggdrop
 - Bitchx
 - ircd
 - linsniff
30. Postmaster E-mail: All Aspire Ltd customers are required to accept and read e-mail addressed to postmaster@<yourdomainname>. Mail addressed to postmaster must not be "bounced" or ignored.

The servers are monitored for the presence of these applications and their existence on the filesystem. Any user found in possession of these programs will be warned once, further infractions will be viewed as a disregard for the AUP and service will be terminated. Attempts to store or run these programs under different names will result in the same actions being taken against the user.

REPORTING VIOLATIONS OF Aspire Ltd AUP

Aspire Ltd has in place a process for dealing with your complaints about material stored and/or accessed via our service. Aspire Ltd at all times reserves the right to investigate suspected violations of this AUP. When aware of possible violations, Aspire Ltd may initiate an investigation, which may include gathering information from the user involved and the complaining party, if any, and examination of material on our servers. Much of this AUP reflects acts that may constitute breaches of United Kingdom legislation or regulations and may in some cases carry criminal liability.

Aspire Ltd will determine what action will be taken in response to a violation on a case by case basis.

The Customer acknowledges that Aspire Ltd may be required by current or future law or regulation, including but not limited to the Regulatory of Investigatory Powers Act 2000, to access, monitor, store, take copies of, or otherwise deal with the Customer's data stored on or transmitted by the Service. Without limitation, the Customer expressly authorises Aspire Ltd to use personal data and other account information in connection with any such investigation, including disclosure to any third party authority that is considered to possess a legitimate interest in any such investigation or its outcome.

Aspire Ltd reserves the right to terminate the Service with immediate effect and without further obligation or liability to the Customer for any violation of this AUP as required by the Police or any law enforcement organisation or by the Courts.

Aspire Ltd requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@aspireinternet.co.uk If you do not use this facility, Aspire Ltd cannot guarantee that your complaint will be dealt with promptly.

If available, please provide the following information:

1. The IP address used to commit the alleged violation
2. The date and time of the alleged violation, including the time zone or offset from GMT
3. Evidence of the alleged violation

Failure to provide sufficient information, as deemed by Aspire Ltd, will result in a dismissal of the complaint. Aspire Ltd regards reports of abuse with the utmost seriousness and require legitimate information as to avoid falsely accusing users. False accusations will result in reports filed against the reporting party to the appropriate contacts. E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

Aspire Ltd, at its sole discretion, may take any one or more of the following actions in response to complaints:

1. Issue written or verbal warnings
2. Suspend the Customer's newsgroups posting privileges
3. Suspend the Customer's account
4. Terminate the Customer's account
5. Bill the customer for administrative costs and/or reactivation charges
6. Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

If we need to we can suspend a customers account without prior warning and go to court to recover the cost of any damage done to our systems or reputation. If a customer or visitor transgresses then we can ask their ISP to take action and if this doesn't happen we can disallow access to anyone from that ISP until the offender has been dealt with.

REVISIONS TO THIS AUP

Aspire Ltd reserves the right to revise, amend, or modify this AUP, our Terms and Conditions as posted on www.aspireinternet.co.uk and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions as posted on www.aspireinternet.co.uk and it is the User's responsibility to ensure their awareness of any such changes. We hope we don't have to make changes more often than necessary but we must be able to react to change in the Internet and the way it is being used.

You should E-Mail Aspire Ltd at info@Aspire.co.uk if you disagree with any of the conditions on these pages or any future amendments made. List anything that you disagree with and ask if we can offer an exemption or modify our AUP. Do not use your account until any dispute has been resolved.

These Terms and conditions are strictly Copyright 2008 Aspire Ltd.