

Internet Services Acceptable use policy

Guidelines

This policy is subject to change, so please check regularly for updates. This policy is in addition to HJS Essentia Ltd Terms and Conditions.

1) Web hosting

1.1) HJS Essentia Ltd reserves the right to suspend or cancel a customer's access to any or all services provided by HJS Essentia Ltd, where HJS Essentia Ltd decides that the account has been inappropriately used. HJS Essentia Ltd reserves the right to refuse service and/or access to its servers to anyone.

1.2) HJS Essentia Ltd 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 backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user, links to HTTP download of this content is not acceptable. HJS Essentia Ltd offers a streaming media service for this type of content.

1.3) Scripts on the site must be designed to produce web-based content, and not 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.

1.4) HJS Essentia Ltd will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1.4.1) The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

1.4.2) The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from a HJS Essentia Ltd-hosted domain.

1.4.3) Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for HJS Essentia Ltd to prove that you do not.

1.4.4) Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of HJS Essentia Ltd.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

1.4.6) Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

1.5) The bundled SiteBuilder service within a hosting package is licenced free of charge to the customer on the understanding that the service is used on an ongoing basis by the customer. As such, any bundled SiteBuilder service that has not been used by the customer in the last 12 months, as evidenced by a log-

in record, will be classified as a Dormant SiteBuilder licence. All such Dormant SiteBuilder licences will immediately be cancelled by the company, as soon as such Dormant status is reached, and the customer will no longer be able to use the editing rights that are associated with the licence. Regardless of the customer's permission to utilise editing rights, the actual website that had previously been created will continue to be hosted by the company and will remain fully operational in that particular respect. To prevent the loss of editing rights, customers should log into their SiteBuilder control panel at least once every 12 months.

As long as the hosting package remains open, the customer will still be entitled to a bundled SiteBuilder licence. Customers therefore logging-in after a Dormant SiteBuilder licence has been cancelled will be allocated a new licence, but will not have access to edit the existing website content.

1.6) The bundled Starter Blog service within a hosting package is licenced free of charge to the customer on the understanding that the service is used on an ongoing basis by the customer. As such, any bundled Starter Blog service that has not been used by the customer in the last 6 months, as evidenced by a log-in record or a new blog post, will be classified as a Dormant Starter Blog licence. All such Dormant Starter Blog licences will immediately be cancelled by the company, as soon as such Dormant status is reached, and the Starter Blog website and editing rights will be removed. Therefore if any bundled Starter Blog service is inactive for 6 months, all associated content will be deleted. To prevent the loss of the bundled Starter Blog, customers should log into their Blog control panel, or submit a new post to the Blog, at least once every 6 months.

As long as the hosting package remains open, the customer will still be entitled to a bundled Starter Blog licence. Customers therefore logging-in after a Dormant Starter Blog licence has been cancelled will be allocated a new licence, enabling them to start a new blog.

2) Email

2.1) If HJS Essentia Ltd identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

2.2) Common issues that cause problems are:

2.2.1) Where a mailbox receives large volumes of undeliverable email.

2.2.2) Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.

2.2.3) Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

2.3) You may not use HJS Essentia Ltd email services for any of the following:

2.3.4) To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.

2.3.5) To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.

2.3.6) To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

2.4) To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

2.4.1) Where we identify a server that has an open mail relay.

2.4.2) Where a significant volume of mail is sent from a domain in a defined timescale.

2.4.3) Where we have received significant volumes of complaints concerning unsolicited mail originating from a HJS Essentia Ltd hosted domain.

2.5) To prevent HJS Essentia Ltd' IP Addresses being blocked by IP Address blocking, a domain held on HJS Essentia Ltd servers may be disabled:

2.5.1) Where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a HJS Essentia Ltd server.

3) Dedicated servers

3.1) All dedicated server customers are responsible for the activities and security of their server. Servers will be disconnected from the network in the following scenarios:

3.1.1) Any server that attempts network scans or other possible hacking activities.

3.1.2) HJS Essentia Ltd believe a server has been compromised.

3.1.3) Where there is a sudden increase in a server's use of network capacity, which impacts other servers on the same network.

Unlimited data transfer and high speed for life - dedicated server promotion

HJS Essentia Ltd operate an "Acceptable Usage" policy which allows us to maintain a fast and stable platform for all our customers.

The "unlimited data transfer, high speed connection" dedicated server promotion will provide customers with "always on" unlimited bandwidth with our high-speed connection (up to 10 Mbps), but because we have a responsibility to provide bandwidth for all HJS Essentia Ltd customers, we ask those who partake in this promotion to do so under the terms of our fair use policy.

In instances where we can demonstrate a customers' usage of bandwidth to be excessive over an extended period of time, or where it is impacting on other customer services - HJS Essentia Ltd will the contact the customer to discuss possible routes to modifying usage so that dedicated server accounts don't adversely affect the stability of the HJS Essentia Ltd platform.

In cases where an account is frequently impacting the HJS Essentia Ltd service (or that of other customers) a data transfer limit may be imposed, or a reduction in bandwidth speed may be applied at our discretion.

In extreme circumstances, HJS Essentia Ltd reserves the right to suspend or terminate "unlimited, high speed" dedicated server accounts that fail to comply with the acceptable usage policy.

4) Broadband

4.1) All Broadband customers are solely responsible for the use of their connection. Services will be suspended or cancelled as appropriate where:

4.1.1) A customer uses their connection to attempt network scans or any other possible hacking activities.

4.1.2) A customer uses their connection to send bulk, unsolicited or offensive email as defined in section 2 of this policy.

4.1.3) A customer uses their connection to commit any offence or illegal activity under UK Law.

5) General

5.1) HJS Essentia Ltd 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.

5.2) HJS Essentia Ltd will suspend access to an account which:

5.2.1) Contains invalid or fraudulent details.

5.2.2) Initiates a payment card chargeback.

5.3) If HJS Essentia Ltd disable a site or server, we will:

5.3.1) Send an automated mail to the account administrator, informing them of the suspension - please ensure you use an email address that will be unaffected by any suspensions, to ensure that you are immediately made aware of any changes in your account status.

5.3.2) Provide follow up correspondence during office hours from our Misuse Department, detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation.

5.3.3) Work with you to suggest a resolution to the issue at hand and arrange for the restoration of services in the shortest timescale possible once an agreement has been reached.

5.3.4) Not re-enable any domain or server that has a history of similar misuse.

5.3.5) Pass the account to the appropriate department to resolve any outstanding issues such as account balance or closure.

5.4) For less serious cases, such as email problems, the Misuse department will contact you to inform you of any changes made to your account and the reasons for those changes.

5.5) If an action is taken against a site or server, you should communicate directly with the Misuse Investigations Department within office hours. Outside of office hours our Customer Support Department will be able to discuss the matter and assist in the resolution of the majority of investigations..

5.6) Restoration of any and all services suspended during a Misuse Investigation will be considered on a case-by-case basis.