

## ACCEPTABLE USE POLICY

### 1. INTRODUCTION

- 1.1. This Acceptable Use Policy sets out the terms governing the use of any UKDedicated Services and/or access to or use of UKDedicated's website [www.ukdedicated.com](http://www.ukdedicated.com). Use of any UKDedicated Service and/or website signifies acceptance of, and agreement to comply with, this Acceptable Use Policy, which supplements UKDedicated's terms of business.
- 1.2. [www.ukdedicated.com](http://www.ukdedicated.com) is a site operated by UKDedicated Limited, a company registered in England and Wales under company number 04625539 with its registered office and main trading address at 3 Centro, Boundary Way, Hemel Hempstead, HP2 7SU United Kingdom. UKDedicated's VAT number is GB814020091.

### 2. ACCEPTABLE USE

- 2.1. The Customer will not use or attempt to use any Service or other facility, or any website ("**Site**"), operated, provided or made available by UKDedicated:
  - 2.1.1. in any way which interferes with, damages or disrupts, or might reasonably be expected to interfere with, damage or disrupt any Service, any Site, or any equipment, software, network or other system or facility used in the provision of a Service;
  - 2.1.2. in any way which is unlawful, illegal or fraudulent, or has any unlawful, illegal or fraudulent purpose or effect;
  - 2.1.3. in any way likely to bring UKDedicated into disrepute, or likely to cause UKDedicated or any other person to be made subject to any abuse or spam list;
  - 2.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar material or communication;
  - 2.1.5. to effect or facilitate any unauthorised access to any Services or systems of UKDedicated or any third party;
  - 2.1.6. knowingly to store, transmit or upload any data or material that
    - (a) contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
    - (b) which is designed to effect or facilitate any denial of service activity, whether directed at UKDedicated or any other person;
  - 2.1.7. knowingly to store, transmit, upload or facilitate the propagation of any data or material which

- (a) advocates, promotes or assists violence, any other activity which is contrary to applicable local, national or international laws ;
- (b) is obscene, offensive, hateful, defamatory or inflammatory;
- (c) is fraudulent or misleading;
- (d) is threatening, abusive or which invades another's privacy, or causes needless anxiety or annoyance;
- (e) advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringes any copyright, database right, trade mark or other proprietary right of any other person;
- (g) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

2.1.8. to effect, conduct or facilitate any activity involving:

- (a) Internet Relay Chat; or
- (b) anonymous proxy services.

2.2. The Customer shall at all times use all reasonable measures to keep secure all access codes, passwords and keys issued to it by UKDedicated in relation to any Services.

### **3. SUSPENSION AND TERMINATION**

3.1. UKDedicated will determine, in its discretion, whether there has been a breach of this Acceptable Use Policy, and in the event of a breach of this policy being found, UKDedicated may take such action as it deems appropriate.

3.2. Failure to comply with this acceptable use policy constitutes a material breach of the terms governing the provision and use of the Services and any Site, and UKDedicated reserves the right to take any action it deems appropriate in respect of any such breach, including all or any of the following:

- 3.2.1. Issue of a warning.
- 3.2.2. Immediate, temporary or permanent withdrawal of Services or other UKDedicated facilities.
- 3.2.3. Immediate, temporary or permanent blocking or removal of any offending activity, information or material.
- 3.2.4. Legal action, including proceedings for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable investigation, administrative and legal costs) resulting from the breach.
- 3.2.5. Disclosure of such information to law enforcement authorities, and the taking of any other action reasonably deemed by UKDedicated to be necessary in order to comply with applicable law.

UKDedicated shall be entitled (but shall be under no obligation) to issue a notice of any violation of this Acceptable Use Policy and require immediate corrective action.

- 3.3. UKDedicated excludes liability for actions taken in response to breaches of this Acceptable Use Policy.

#### **4. CHANGES TO THIS ACCEPTABLE USE POLICY**

UKDedicated may revise this Acceptable Use Policy at any time by amending this page, and Customers and Site visitors are required to check this page from time to time to take notice of any changes.