



ACCEPTABLE USE POLICY

1. Introduction

This document sets out the principles, guidelines and requirements of the Acceptable Use Policy of Net Primates Limited ("Net Primates") governing use by the client ("Client") of Net Primates's services and products ("Services and Products").

The Internet is a powerful information and entertainment tool. Net Primates expects its Clients to use the Internet with respect, courtesy and responsibility, giving due regard to the rights of other Internet users.

This Acceptable Use Policy has been created to promote the integrity, security, reliability and privacy of Net Primates Services and Products, network and Client data contained within. Net Primates retains the right to modify this Acceptable Use Policy without notice of any time and any such modifications shall be automatically effective as to all Clients when adopted by Net Primates.

Questions and comments regarding the Acceptable use Policy should be forwarded to Net Primates via e-mail support@netprimates.com Telephone 02381 800800

Most Clients of Net Primates will be using commercial software, which implements the technical aspects of connection for them, but there are some configuration issues, and some matters of simple politeness and common sense of which everyone must take note.

Net Primates relationship with other networks and ultimately its connectivity to the rest of the Internet, depends largely upon the proper behaviour of its Clients. Net Primates will not tolerate any behaviour by Clients which negatively impacts upon its Services and Products, its own equipment, its network, or upon the use of other clients of the Internet, or which damages Net Primates's standing in the wider community.

Net Primates will therefore enforce appropriate sanctions against any of its Clients who breach this Acceptable Use Policy. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the Client's services, suspension of all Internet access through Net Primates or termination of the Client's account(s). Net Primates reserves the right to remove any material or data from their services or network if it does not comply with this Acceptable Use Policy.

(Please note that Net Primates is not responsible for the content of external sites which are referenced by this Acceptable Use Policy.)

2. Compliance with Law

Clients must not use their Internet connection for illegality in any form, including but not limited to activities such as the unauthorised distribution or copying of copyright material or software, defamation, harassment, fraud, trafficking in obscene material, drug dealing and other illegal activities. The Client shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

3. Prohibited Uses of Services and Products

In addition to the other requirements of this Acceptable Use Policy, the Client may only use the Services and Products in a manner that, in Net Primates sole judgement, is consistent with the purposes of such Services and Products. If the Client is unsure of whether any contemplated use or action is permitted, please contact Net Primates as provided above. By way of example and not limitation uses described below of the Services and Products are expressly prohibited.

3.1 General

3.1.1 Resale of Services and Products, without the prior written consent of Net Primates.

3.1.2 Deceptive on-line marketing practices.

3.1.3 Violations of the rights of any person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including products that are not appropriately licensed for use by the Client.

3.1.4 Actions that restrict or inhibit any person, whether a client of Net Primates or otherwise, in its use or enjoyment of any of the Services and Products.

3.2 System and Network

3.2.1 Introduction of malicious programs into the network or server (e.g., viruses and worms).

3.2.2 Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which the Client is not an intended recipient or logging into a server or account that the Client is not expressly authorised to access.

3.2.3 Executing any form of network monitoring which will intercept data not intended for the Client's server.

3.2.4 Circumventing user authentication or security of any host, network, or account.

3.2.5 Interfering with or denying service to any user other than the Client himself.

3.2.6 Using any program/script/command or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.

3.2.7 Creating an "active" full time connection on an Net Primates provided dial-up account for Internet access by using artificial means involving software, programming or any other method or running an open mail relay.

3.2.8 Utilising an Net Primates provided dial-up account for the purposes of Internet access other than facilitating connectivity to the Services and Products provided by Net Primates.

3.3 Billing

3.3.1 Furnishing false or incorrect data on the order form, contract or online application, including fraudulent use of credit card numbers.

3.3.2 Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilisation, or other methods to document "use" of Net Primates Services and Products.

3.4 Mail

3.4.1 Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the Client or with whom the Client does not have an existing business relationship ("e-mail spam").

3.4.2 Harassment, whether through language, frequency or size of messages.

3.4.3 Unauthorised use, or forging, of mail header information.

3.4.4 Solicitations of mail for any other e-mail address other than that of the poster's account or service with the intent to harass or to collect replies.

3.4.5 Creating or forwarding "chain letters" or other "pyramid schemes" of any type.

3.4.6 Use of unsolicited e-mail originating from within Net Primates network or the networks of other Internet Service Providers on behalf of, or to advertise, any service hosted by Net Primates or connected via the Net Primates network.

4. General

4.1 The Client's traffic over the Internet may traverse other networks, or use other services which are not owned or operated by Net Primates. The Client must abide by the Acceptable Use Policies and other terms and conditions imposed by the operators of those networks and services.

4.2 The Client's machine or network must not be configured in such a way that others can exploit it or disrupt the Internet.

4.3 The Client must not run "scanning software" which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.

4.4 Net Primates, at its discretion, may run systems to determine compliance with this Acceptable Use Policy.