

Acceptable Use Policy

(To be read in conjunction with Nildram's Terms and Conditions)

Introduction

We have created this Acceptable Use Policy (AUP) to protect our resources, and the resources of our customers and peering networks in order to provide a high speed network, high availability services and to ensure that as an ISP, we comply with all relevant UK laws. This AUP must be read in conjunction with our **Terms and Conditions**.

Nildram Limited (Nildram) specialises in the provision of Value Added Internet. It is the responsibility of all users of the Nildram network and services to ensure that they comply with the latest edition of the AUP at any given time.

This AUP may be revised, without notice, at any time, at the sole discretion of Nildram. Completion of the relevant application form, or connection to the service for the first time, is deemed to be an agreement to our Terms and Conditions and this AUP.

In the event of a breach of this policy, Nildram reserve the right to terminate all or part of any service with immediate effect, without recompense and delete any files held on our servers.

If you have any questions about any of our policies, please contact the Customer Service Manager at comments@nildram.net.

Compliance with UK Law

It is an offence under UK law to transmit, receive or store certain types of files.

You may not use our services to engage in activities, or store, transfer to receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts including but not limited to the Computer Misuse Act 1990, the Telecommunications Act 1984, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. You are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. Nildram will co-operate with any agency or rights holder wishing to assert their rights in these matters and Nildram reserve the right to withdraw service under such circumstances.

The Data Protection Act 1998 imposes numerous duties on users who process personal data relating to third parties. Failure to comply with many of these duties constitutes a criminal offence. Users who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

Under the Electronic Commerce (EC Directive) Regulations 2002, we, as an ISP, are in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly if we become aware of credible evidence that you have carried out any unlawful acts we will take preventative measures to bring those acts to an end.

Compliance with foreign law

The Internet is global in reach. Consequently it is possible for you to break the laws of foreign countries notwithstanding that you are based in the UK. You must take all reasonable steps to avoid breaching relevant foreign laws.

Warranties and Disclaimers

Our service warranties and the extent of our liability are explained fully in our Terms and Conditions.

By connecting to the Nildram network, you agree to hold Nildram harmless in the event of any legal claim regarding our services.

Irresponsible usage

Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. Nildram deem irresponsible use of the connection as including, but not limited to, sending unsolicited e-mail "spamming", attempting to breach the security of a 3rd party machine, and flooding usenet by placing a single post in a large number of newsgroups.

In the event that a customer's connection is used for any purpose that Nildram deem irresponsible then we reserve the right to suspend service while the usage is investigated in consultation with the customer. Should investigation determine that the connection has been used irresponsibly Nildram reserve the right to terminate the customer's account with immediate effect. Wherever possible the customer will be notified in advance of any termination.

Security and privacy

Login names and passwords must be kept secret and not be communicated to any third party. Nildram must be notified immediately if they are compromised. Please keep a note of your password. If you forget or lose your password, you will need to contact support to have it changed.

Nildram will not guarantee the security or confidentiality of any data transmitted over our network. Where security or confidentiality is required, the customer must provide their own end-to-end security mechanism.

Internet access (dial-up/ADSL/leased-line)

Standard dialup accounts are for a single user only. Users may only have one dial up connection per account at any one time. You may not transfer or give out your connection details for others to use.

You are responsible for all traffic that is sent from your connection. It is therefore your responsibility to ensure that all software on your side of the connection is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

If we find malicious traffic emanating from your connection, we have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. We understand that in many cases, you may not be responsible for or aware of the problem, we will work with you to resolve the issue as efficiently as possible to restore normal service.

Nildram operates a fair usage quota on specific ADSL services. The following download bandwidth quotas will apply during the hours of 08.00 to 23.59 to the following services:

Broadband 500:	25GB per calendar month
Broadband Surf:	25GB per calendar month
Surf500:	50GB per calendar month
Broadband2:	50GB per calendar month
DSL Surf Max:	50GB per calendar month
Broadband 10	10GB per calendar month
Broadband 25	25GB per calendar month

Furthermore, Nildram reserves the right to suspend or cancel a customer's broadband service if in the opinion of Nildram that customer's usage is disproportionately high compared with the usage of other customers on similar services.

Users acknowledge that Nildram reserves the right to manage the traffic across its network for the purpose of ensuring the highest standard of service for all customers.

Voice (CPS) Services

Customers of Nildram's voice services may be offered free outbound calls as part of their service. This free element represents an overall usage limit for the Customer. Nildram reserves the right to suspend users who exceed this limit.

Subject to the service description within the Customer's order, the following limitations to the Nildram product sets apply:

HomeTalk

For the avoidance of doubt HomeTalk is available only to residential customers. If, at any time, a Customer's usage of HomeTalk does not accord with that reasonably expected of a residential customer, that Customer will be suspended from the HomeTalk service.

OfficeTalk

If at any time a Customer's monthly usage of Nildram's OfficeTalk qualifies that Customer for transferral onto a different customer tariff, we reserve the right to transfer the Customer onto that tariff (regardless of whether the Customer requests to be transferred onto another tariff or not).

Messaging services

Messaging services covers any transaction involving software that transmits messages from one user to another, such as e-mail, IRC, instant messaging or Usenet. Users may not abuse, or make physical threats against, another person via any type of messaging service, or any other electronic media/service we provide.

Users must abide by the policies of any messaging or IRC networks they use. We will co-operate with the administrators of such networks to identify abusive users and restrict their access. Users are reminded that harassment, threatening or slanderous behaviour is prosecutable under UK law.

Users may not forge the sender address of any messages to appear to be from someone they are not.

e-mail

Users may not use our services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). Nildram will block the mail services of any customer found to be sending such mail.

Users may not have "open mail relays". Nildram will close the relay or connection of any customer found with an open mail relay.

Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

Nildram reserve the right to remove any mail older than 60 days from the server and to limit mailbox size to 100Mb. It is the customer's responsibility to ensure that mail is regularly collected and removed from Nildram's POP3 server. Nildram strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Nildram reserve the right to remove older mails from the mailbox to reduce its size.

Usenet (News)

Users may not "spam" or flood the Usenet with a single post to a large number of newsgroups which are not related to the topic of your article.

When using newsgroups, subscribers must comply with the globally accepted Usenet Acceptable use policy. A good place to refer to is usenet.org.

Nildram reserve the right to cancel any message posted to a news group if it is deemed to be of an unsuitable nature.

Web Space (Homepages)

By uploading to the homepages host, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

You will be responsible for the content of your Homepages site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Nildram reserve the right, without notice or explanation, to remove material which does not comply with this

AUP or our Terms and Conditions, such as material of an adult nature or pirated software.

Nildram reserve the right to suspend any or all of the Homepages service at any time, without prior notice, explanation, or recompense.

Subscribers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via your Homepages site. Nildram reserve the right to suspend any sites containing such material. You must be careful when using peer to peer networking software to ensure that you do not download or transfer material which you do not have the right to download or transfer.

The Web space included with your ADSL or dial-up account cannot be linked to a fully qualified domain name and does not provide for CGI scripts or access logs. Commercial Web Space, without these restrictions, is available on application for an additional charge.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on your behalf. Nildram must be notified immediately if they are compromised. If someone were to gain access to your account password, they could tamper with files held on your site.

Technical Support will only be provided for uploading, downloading and viewing pages. No support will be provided for HTML authoring or page design.

The customer has sole responsibility for ensuring that any data is suitably backed-up. Nildram will not keep backups of your pages. Nildram will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

If the account is suspended for any reason, such as non-payment, access to the customer's homepage, both for viewing and uploading, may also be suspended.

On closing an account, the relevant data on this Web space will be deleted.

Web Space (Commercial)

By uploading to an Nildram commercial Web server, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

You will be responsible for the content of your site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Nildram reserve the right, without notice or explanation, to remove material which does not comply with this AUP or our Terms and Conditions, such as material of an adult nature or pirated software.

Nildram reserve the right to suspend any or all of a site, if it is deemed to be causing excessive load or traffic, is adversely affecting the performance of other sites on the server, or is being abused by an external entity. It is the customer's responsibility to ensure that their scripts are not vulnerable to these problems.

The customer agrees not to advertise their Website via unsolicited commercial e-mail. Nildram reserve the right to suspend a site which has been 'spamvertised' at any time.

Nildram do not set hard quotas (a quota is the amount of Web space you have allocated) on commercial Web space. If you go over quota, your Website will continue to work, but you will be notified. It is your responsibility to ensure your quota exceeds your usage at all times. You may upgrade your quota at any time by contacting your account manager. If a site is excessively over quota, Nildram reserve the right to suspend the site.

Subscribers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via your Homepages site. Nildram reserve the right to suspend any sites containing such material. You must be careful when using peer to peer networking software to ensure that you do not download or transfer material which you do not have the right to download or transfer

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Webpage designers, working on your behalf. Nildram must be notified immediately if they are compromised. If someone were to

gain access to your account password, they could tamper with files held on your site.

Technical Support will only be provided for uploading, downloading and viewing pages. No support will be provided for HTML authoring or page design.

The customer is ultimately responsible for ensuring that their site is suitably backed-up. Nildram takes backups of the commercial servers for disaster recovery purposes only.

If the account is suspended for any reason, such as non-payment, access to the site, both for viewing and uploading, may also be suspended.

On closing an account, the relevant data on this Web space will be deleted.

Attempted security breaches

Any attempt to breach the security of any machine is forbidden. Attempting to do so will result in immediate account termination and possible further legal action. Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

It should be noted that attempting to breach security may lead to prosecution under the **Computer Misuse Act 1990** or any other relevant criminal legislation.

Attempts to circumvent copy protection technology and encryption are also likely to be illegal under the Copyright Designs and Patents Act 1988 (as amended).

Non-Specific

Users may not mount an attack, by whatever means, against our system, or any other systems. Users may not run unauthorised mailing lists from, or through any of our machines, or mail servers.

Any IP addresses assigned to customers are owned by Nildram.

When using quota-based service, it is your responsibility to remain within your usage quota. Nildram reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.

Technical Support

Technical Support exists for the benefit of Nildram customers, providing support for questions relating directly to our services. Technical support is here to provide the best service possible to our customers, but can, at times, be stretched by having to answer unnecessary calls. When contacting Technical Support, please ensure that you have all relevant details to hand, including details of any specific error messages encountered. Please help us to help you.