

Acceptable Use Policy and Conditions.

By using the service, the Client, as defined in the Standard Terms and Conditions, agrees to comply with Timico Limited ("Timico") Acceptable Use Policies ("AUPs").

Timico reserve the right to terminate any and all of the Client's services should the Client fails to comply with any or all of the conditions detailed herein.

These AUPs are common sense guidelines for use of the Internet and are designed to allow all users to enjoy use of it. Any specific questions about our AUPs should be directed to: Clientservices@atlas.net.uk

1. Interpretation

The following policy is intended to be a guideline to Timico' stance against violations of the accepted norms of the Internet community and is not intended to be exhaustive. Timico reserves the right to protect our reputation and goodwill at all times.

2. Web Space

2.1. The Client is restricted to amount of web space in Mb that is purchased. It is the Clients' responsibility to ensure that his/her disk usage does exceed this limit.

2.2. The Client must not disclose the relevant password to any third party.

2.3. The Client is not permitted to use any server-side cgi or other program other than those placed by Timico into the main cgi-bin directory without prior consent from Timico.

2.4. The Client is responsible for keeping data backups. Timico is not responsible for any loss of the Client's data for any reason.

2.5. The Client is responsible for ensuring that the data offered in the Client's web space does not break any UK law or any law in the home country of the Client. Timico reserves the right to remove a site or any section of a site under any of the following circumstances:

- 2.5.1. The material is suspected to be illegal.
- 2.5.2. The site gets an abnormally high number of hits
- 2.5.3. The site contravenes point 2.3. stated above.
- 2.5.4. The Client closes the account or the Client's account is suspended.
- 2.5.5. The presence of the site adversely affects in any way the ability of Timico to provide its services to other Clients.
- 2.5.6. The Client must not resell the web space.
- 2.5.7. The Client must not use the web space to store or provide access to pirate software of a third party's products or services, including providing links to pirated software.
- 2.5.8. The Client must not promote the web space in such a way that the Client would knowingly breach this policy, through Timico or any other Internet Service Provider.
- 2.5.9. Any content of an adult nature must contain a warning page as to the content of the site that should be displayed prior to the viewing of any such adult content.

3. Email and Newsgroups.

3.1. The Client must not use Timico' service for any of the following purposes:

- 3.1.1. Initiating or propagating 'chain' email or 'pyramid' emails.
- 3.1.2. Sending bulk or unsolicited emails, especially of a commercial nature.



3.1.3 Using an Timico account as a mail-collector for responses for any of the above.

3.1.4. Sending any other email that may reasonably be considered spam mail.

3.2. The Client must not email a person or business after they have specifically requested that the Client not to mail them. This applies to any automated mail system the Client may employ.

3.3. The Client must not send email or post articles with headers modified in such a way as to disguise the true source of such mail or article. It is the Client's responsibility to ensure that a real email address is present and obvious.

3.4. The Client must not post articles of a commercial nature to groups that are inappropriate to the subject of the group.

3.5. The Client must not use the service to post articles that contravene the charter of the group to which the posts are made. This includes binary attachments being posted to non-binary newsgroups.

3.6. The Client must ensure that equipment cannot be used to relay mail. Failure to comply may result in suspension of service without prior notice.

4. Miscellaneous.

4.1. The Client must not use their account for the purpose of obtaining unauthorised access to any computer or service.

4.2. The Client is responsible for all use of the account at all times.

4.3. Timico reserves the right to remove any Usenet articles or web sites that might be held to be defamatory at its sole discretion.

4.4. Clients who purchase a single user account must note that this type of account implies single concurrent usage and must not, via tunneling, use of proxies or by any other means, attempt to avoid the service restrictions imposed on this account type.

5. Breaches.

5.1. Following any breach of the AUP, Timico may take any action it considers to be appropriate up to and including closure of the account without notice. All breaches will be reviewed on a case-by-case basis.

5.2. Following suspension of a Client's account as a result of a breach of these AUPs, the Client must send a letter to Timico undertaking not to breach the Policy on a subsequent occasion before the account will be reinstated.

5.3. Timico does not allow credits or refunds for any outages resulting from a suspension or deletion of an account or its services under these AUPs.

5.4. Timico reserves the right to modify or amend this Policy at any time. Any breaches of this Policy should be reported to abuse@atlas.net.uk and the entire posting, together with the full headers, should be forwarded. Although it is not always possible to respond to each abuse report, all complaints will be investigated thoroughly.

5.5. Timico's assignment of IP address space is valid as long as the criteria for the original assignment are met and remain valid only for the duration of the contractual agreement between the Client and Timico.

5.6. Timico retain the right at all times to reassign the IP address space to another Client upon completion and / or termination of the agreement or mutually agreed period thereafter. For the avoidance of doubt, 5.6 means that the Client is required re-configure the addresses of all equipment using Timico's IP address space if the Client continues to require global uniqueness of those addresses.

