

# **Altwood IT Services Hosting Agreement**

## **Terms of Service**

This agreement (the "Agreement") is made by and between Altwood IT Services ("ALTWOOD") and its customers ("Customer(s)") regarding services provided by ALTWOOD. For the monetary consideration exchanged between the parties, the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, ALTWOOD and the Customer agree that ALTWOOD will provide one or more of the following services to the Customer:

- (1) Rental of one or more Internet servers;
- (2) Lease space for customer's server or servers (often termed "co-location");
- (3) Bandwidth;
- (4) Managed, Dedicated, Virtual and/or Virtual Private Servers (all of which are termed "Hosting"), and
- (4) Website posting and/or other related services.

In addition, ALTWOOD Customers, or any person or entity using the services, directly or indirectly, provided by ALTWOOD, agree to the terms, conditions and notices contained in this Agreement. Customers agree to notify and secure the agreement from its own customers and users to the terms of this Agreement. If any such Customer, person or entity does not agree to these terms, they are hereby prohibited from using the services, directly or indirectly. The parties and any users agree that ALTWOOD has the right, at its discretion, to update or revise the terms of this Agreement without notice in the future. The parties and users agree to check the terms of this Agreement periodically for changes. It is hereby agreed that continued use of these services constitutes acceptance of any such changes.

### **Responsibility for Content**

The Customer understands that ALTWOOD is not responsible for any conduct, content, goods and services that are or may be available through the Internet using ALTWOOD services. The Customer agrees that ALTWOOD is not responsible for the accuracy or quality of any information obtained through the Internet. The Customer and/or its users agree to comply with all applicable laws, rules, and regulations in connection with Customer's use of the service provided by ALTWOOD.

The Customer agrees to hold ALTWOOD and its subsidiaries or agents harmless from any and all claims, furthermore the Customer understands its obligations and fully guarantees and indemnifies ALTWOOD and its subsidiaries or agents from any liability, claim whether direct, indirect, incidental, special or consequential for damages, or losses (including, without information, or any other pecuniary loss) of the Customers, or the customers clients / members, or suppliers that result from the use or inability to access the Site / Services provided by ALTWOOD, or as a result of any errors, omissions, interruptions, power failure, computer viruses, data damage, deletion of files, defects, delays in operation, delays or failures of transmission, or any other performance.

The Customer agrees not to upload, transmit, or post copyrighted material, including trademarks or otherwise protected material, to the Internet without express authorization or a purchased license of the owner(s) or the person(s) owning the copyrighted material. It is agreed that some of the services provided by ALTWOOD make ALTWOOD a "service provider" as defined in the Digital Millennium Copyright Act, and therefore ALTWOOD has no responsibility for the content of Customer's websites. If ALTWOOD receives a copyright complaint, ALTWOOD may, at its sole discretion, require a copy of any and all legal documentation showing rightful ownership, or license distribution for any item displayed on Customer's website so as to resolve the complaint or claim. If Customer is unable to provide such information to ALTWOOD, within a reasonable time, then Customer must remove the questionable material, or face having the applicable pages deleted by ALTWOOD. Should ALTWOOD deem the situation intolerable in terms of blatant abuse by the Customer then ALTWOOD can without notice terminate this agreement without any refund to the customer.

Customer agrees to keep its site free of any illegal content including, but not limited to:

- Threats of physical harm to persons or property,
- Programs containing viruses
- Pirated software including "WAREZ"
- Illegal Audio / Video (for example MP3, illegal recorded samples or "Napster" style services).
- Child pornography.
- Hackers Material.
- Violations of international export control laws.

Any instances of the above will result in all services being withdrawn immediately with no notice or refund and we shall report our findings to Federal Government ( UK Police, FBI and Inter-Pol) in full. This includes material

located on anonymous FTP accounts, or held on the server but not served or even websites that promote ANY of the above activities or content. ALTWOOD operates a NO TOLLERANCE POLICY. ALTWOOD will be the sole arbitrator as to what constitutes a violation of this policy.

The Customer is solely responsible for every aspect of its on-line business and/or sites. Without limitation, the Customer is solely responsible for the security of any of its own customers' information, including credit card numbers. Customer hereby authorizes ALTWOOD to delete any of Customer's data that ALTWOOD reasonably believes violates any law or violates this Agreement.

### **Federal Trade Commission Compliance**

The Customer agrees to fully comply with the United States Federal Trade Commission (FTC) Act and any related rules, regulations and advisory opinions issued by the FTC. Customer agrees to avoid unfair or deceptive advertising and, in particular with the FTC Act, Customer agrees to be in compliance with the FTC Act with regard to any representations and disclosures. For more information please visit <http://www.ftc.gov>.

### **Legal Advice**

Customer agrees that ALTWOOD has not provided any legal advice in the past or by way of this Agreement and represents to ALTWOOD that it will seek legal counsel from any attorney of its own selection to advise it on all legal issues related to this Agreement.

### **General Compliance**

Customer agrees that it is its responsibility to and it will comply with all laws, rules and regulations that apply to Customer's business, not just the FTC rules discussed herein. Customer agrees that it will review the FTC website and will consult with its own attorney regarding any questions related to the FTC rules or other laws, rules and regulations. As an example of the FTC rules, Customer agrees that any and all use of the word "free" must comply with said rules and regulations as embodied in the FTC Guide concerning use of the word "free" and similar representations, a copy of which may be found at <http://www.ftc.gov/bcp/guides/free.htm>.

### **Unsolicited Commercial Bulk E-Mail**

Customer agrees not to use any of ALTWOOD services, directly or indirectly, to solicit the performance of any activity that is prohibited by law or for the illegal distribution of Unsolicited Commercial Bulk E-Mail ("UCBE"), commonly known as "SPAM," nor will Customer forge or use without authorization, any mail header information. Customer agrees and understands that several states and the federal government have proposed and/or passed legislation into law to control UCBE. Abuse by the client of SPAM can again lead to immediate withdrawal of services without refund or compensation; indeed legal action may follow from ALTWOOD against the client for any damages or liabilities. Customer agrees and confirms that customer shall abide by the ALTWOOD UCE/Spam policy at all times.

### **Usenet Groups**

ALTWOOD reserves the right to reject postings from newsgroups where it has actual knowledge that the content of the newsgroup violates this Agreement. Customer agrees to abide by established Usenet conventions (more commonly known as "Netiquette") and Customer is advised to check the rules and prohibitions for each Usenet site. Customer is prohibited from forging Usenet header information, posting chain letters, inappropriate messages or posting encoded binary to Usenet newsgroups not specifically named for that purpose.

### **Adult Content**

In the case of adult oriented sites, Customer agrees to present a disclaimer and a means of an exit to visitors before granting access to any area deemed as adult in nature, sexually explicit or unsuitable materials for minors. ALTWOOD may, at any time, at its sole discretion, require the Customer to provide legal documentation fulfilling the requirements of the federal law, 18 U.S.C. Section 22.57 for their review. Any Customer found to be in non-compliance with 18 U.S.C. Section 22.57 or any other applicable law may have their account suspended or revoked, and their inappropriate documents or photographs deleted, at the sole discretion of ALTWOOD. See Responsibility for Content section above for further clarification and guidance.

### **Security**

Any violation of system or network security is prohibited and may result in criminal and civil liability. Unauthorized access of the servers is strictly prohibited. Customer agrees to not engage in such activity or to attempt to breach the servers for the purpose of altering or manipulating the hardware or software, compromising the servers, or for any unauthorized use commonly known as "hacking." In addition, Customer is prohibited from the following:

- Any unauthorized access to or use of data, systems or networks,

- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network,
- Without authorization, interference with service to any user, host or network,
- Introducing a malicious program into the network or server (i.e., viruses and worms)
- Unauthorized use of, or forging, any header or any part of the header information in an e-mail or newsgroup posting,
- Circumventing user authentication or security of any host, network or account,
- Attempting to cancel, supersede or otherwise interfere with Usenet or e-mail posts other than one's own, and
- Using an account at another provider to promote your site with ALTWOOD in an abusive manner.

Customer is prohibited from utilizing any ALTWOOD service for the purpose of compromising the security or tampering with system resources or accounts on computers at any ALTWOOD or any other site. In the event Customer is involved in systems security, ALTWOOD reserves the right to release information about Customer to system administrators at other sites in order to assist in resolving security incidents and ALTWOOD shall cooperate with any law enforcement agency investigating a criminal violation of a system or network security. This paragraph is controlled by the "Liability of Customer" paragraph set out below.

### **Liability of Altwood IT Services**

Customer agrees that the liability of ALTWOOD shall be limited to damages not to exceed the amount ALTWOOD charges the Customer for any billing period in which ALTWOOD fails to provide the agreed upon services, if any, only if ALTWOOD fails to provide the services.

By using or otherwise benefiting from the services provided by ALTWOOD, to the extent allowed by law, Customer and/or its users hereby waive their rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of your own selection, you voluntarily consent to this waiver.

In addition, all services provided by ALTWOOD are provided "AS IS" for your use and on a "best endeavours" basis. The services are provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Use of these services is solely at the user's risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

Under no circumstances shall ALTWOOD, its subsidiaries, licensors, employees, officers, directors, or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that may result from the use of or inability to use, the services of ALTWOOD as contemplated by this Agreement. The limitation of liability described herein applies whether the alleged liability is based on contract, tort, or any other basis, even if ALTWOOD has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion of such limitation of incidental or consequential damages, ALTWOOD liability in such jurisdictions shall be limited to the extent permitted by law.

### **Liability of Customer**

By using the services of ALTWOOD, Customer agrees to defend, indemnify, and hold ALTWOOD and its subsidiaries, affiliated companies, and all of their employees, contractors, officers, directors, agents, and assigns, harmless from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from or in way related to the services provided by ALTWOOD or the terms of this Agreement.

### **Arbitration and Choice of Law and Forum**

Customer and its users agree that any dispute with ALTWOOD shall be resolved by binding arbitration as provided by the US Civil Practice and Remedies Code which is generally used to "govern" the internet and/or UK Arbitration.

This Agreement and any proceeding necessary for arbitration shall be governed by and construed in accordance with the laws of the County of Erie, State of New York, if hosting is taken in any of our USA data centres or by the laws of the United Kingdom if hosting taken in the European Union regions. By using the services of ALTWOOD, Customer and other users agree that exclusive jurisdiction for any claim, arbitration matter, or action arising out of or relating to the services under this Agreement or this Agreement itself, shall be filed only in state court in the County of Erie, State of New York and/or in the United Kingdom and Customer and/or users by using the services of ALTWOOD agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim, matter, or action. The parties agree that they are waiving any right they have to a trial by jury.

### **Severability and Integration**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the Customer and ALTWOOD with respect to the services provided by ALTWOOD and it supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between Customer and ALTWOOD with respect to the services provided by ALTWOOD. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in force and effect. However, ALTWOOD and Customer may enter into a separate agreement regarding ALTWOOD rates and charges and the services provided by ALTWOOD to the Customer.

In the event that Customer has not complied with any part of this Agreement or fails to pay the monthly charges agreed to, ALTWOOD reserves the right to alter access to the service, or terminate the service, without notice to, or authority from Customer, and the Customer forfeits any prepaid amounts to ALTWOOD.

This contract and any subsequent contract for ALTWOOD services is subject to 90days notice from the Customer to ALTWOOD should the client wish to cancel the services ALTWOOD provides. Any such notice must be communicated in writing to ALTWOOD signed by the known authorized signatory via:

- a) Fax, or
- b) By Regular Mail, or
- c) By Email.

Current details of these can be found at our website – <http://www.altwooditservices.co.uk> The 90day period starts from the date ALTWOOD acknowledges receipt of the written cancellation of service to the Customer, all acknowledgements will be sent by ALTWOOD will be via Email.

### **Payments Due and Rates**

The Service, plan or other option(s) taken by the Customer will be confirmed in writing from ALTWOOD to the Customer at the time the initial contract is taken out. Payment shall made in advance and are due on, or before the 25<sup>th</sup> of the month preceding the month of service, or as may otherwise have been agreed. ALTWOOD shall invoice the Customer on the 21<sup>st</sup> of the month (or immediately thereafter) for the cost of services for the following month together with any Bandwidth over limit costs or other amounts due from the previous month (if applicable). Late payment or non-payment will result in services being suspended immediately. The medium for payment shall be agreed between ALTWOOD and the customer at the start of the contract.

### **Customer's Responsibility**

The Customer agrees that ALTWOOD shall have no liability for the Customer's information, files, documents, Customer lists and/or information, or other property. Customer also agrees that all risk of loss shall remain with Customer and that Customer will carry sufficient insurance to protect its interests in its software, information, and any hardware.

Customer is responsible to regularly back-up its information, purchase, install and maintain any anti-virus software necessary, and to purchase and install programs to minimize the risk of hacking from third parties. Customer understands that any system is at risk of "hacking," viruses and worms, or "acts of God." Customer assumes all responsibility for such risks. Customer acknowledges that IT hardware can fail at anytime irrespective of its age and any and all responsibility for such failure is not the liability of Altwood save for pro-rata downtime costs linked to the charged levied for services by Altwood on a best endeavours basis.

If using a Managed Service then the Customer warrants not to install or run Background Processes or Programs or Software that shall slow the servers overall efficiency and operational capacity. ALTWOOD reserves the right to kill any process (i.e. end a software's execution) that is overloading a server, or slowing it down heavily. Alternatively it may be more beneficial for a Customers operations to move to a dedicated or co-located service should a Managed Account prove inadequate for the Customers current requirements.

### **Acceptable Use & Copyright Policy**

Altwood supports the uncensored flow of information and ideas over the Internet and does not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services that ALTWOOD provides to its clients, except for certain proprietary Web sites. However, in accordance with our Terms of Service (TOS), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy (AUP).

ALTWOOD may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil infringement. Any violation, or suspected violation of this AUP may result in the suspension or immediate termination of either your ALTWOOD account or other actions as detailed in Section 3 WITHOUT

## PRIOR NOTICE.

This document is intended to provide a basic understanding of the ALTWOOD Acceptable Use Policy:

- Ensure reliable service to our customers.
- Ensure security and privacy of our systems and network, as well as the networks and systems of others.
- Comply with existing laws both domestic and international.
- Maintain our reputation as a responsible and pioneering internet service provider.
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.
- Preserve the value of Internet resources as a conduit for free expression and exchange of information.
- Preserve the privacy and security of individual users.

ALTWOOD intends to provide its customers access to everything the Internet has to offer. Whilst ALTWOOD is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both ALTWOOD and the Internet cannot be permitted under the guise of "free speech". The resources of ALTWOOD and the Internet are limited, and the abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of any inappropriate use of our service.

You may not use your dedicated rack or virtual site to publish or store without publishing any material, that ALTWOOD determines, at its sole discretion, to be unlawful or objectionable.

For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If any ALTWOOD account is used to violate this Acceptable Use Policy or our TOS, we reserve the right to terminate services (in whole or in part) without notice. We prefer to advise customers of inappropriate behaviour and any necessary corrective "action"; however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly.

If you have any questions regarding this policy, please contact us at [info@altwooditservices.co.uk](mailto:info@altwooditservices.co.uk)

## Violations of Altwood's Acceptable Use Policy

The following constitute violations of this AUP:

1. **Illegal use:** ALTWOOD services may not be used for illegal purposes, or in support of any illegal activities. ALTWOOD reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
2. **Harm to minors:** Use of ALTWOOD service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. **Threats:** Use of the ALTWOOD service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
4. **Harassment:** Use of the ALTWOOD service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
5. **Fraudulent activity:** Use of the ALTWOOD service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial "scam" such as (but not limited to) "pyramid schemes," "ponzi schemes," and "chain letters."
6. **Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous Email or nicknames does not constitute impersonation.
7. **Unsolicited commercial e-mail / unsolicited bulk e-mail (SPAM)** Use of ALTWOOD services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending ALTWOOD account.
8. **E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending ALTWOOD account.
9. **E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the ALTWOOD service is in violation of this AUP.

10. **Usenet SPAMing:** ALTWOOD has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
11. **Unauthorized access:** Use of ALTWOOD services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the ALTWOOD or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending ALTWOOD account will be subject to immediate termination.
12. **Copyright, Trademark, Patent, Trade Secret or other Intellectual Property infringement:** Use of the ALTWOOD service to transmit or store any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software or music via MP3 or other "Napster" style mediums.
13. **Collection of personal data:** Use of ALTWOOD services to collect, or attempt to collect, personal information about third parties without their knowledge or consent. All users of ALTWOOD services MUST display and adhere to a suitable Privacy Policy.
14. **Network disruptions and unfriendly activity:** Use of ALTWOOD services for any activity that affects the ability of other people or systems to use ALTWOOD Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. ALTWOOD will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
15. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
16. **Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offence will result in the immediate termination of the offending account.
17. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using ALTWOOD services could result in suspension service.
18. **Third Party Accountability:** ALTWOOD subscribers will be held responsible and accountable for any activity by third parties using their account that violates guidelines created within the Acceptable Use Policy.
19. **Background Running Programs:** Background Daemons in general are prohibited on ALTWOOD servers, including, but not limited to, IRC bots, eggdrop, BitchX, XiRCON, warez sites and any other programs that interfere with normal server operation. ALTWOOD has the sole responsibility of deciding what constitutes a violation of the above policy.
20. **Export Control Violations:** refers to exporting encryption software, over the Internet or otherwise, to points outside the United States.
21. **Federal Trade Commission Compliance:** ALTWOOD users agree to fully comply with the United States Federal Trade Commission (FTC) Act and any related rules, regulations and advisory opinions issued by the FTC. Customers agree to avoid unfair or deceptive advertising and, in particular with the FTC Act, Customers agree to be in compliance with the FTC Act with regard to any representations and disclosures. For more information please visit <http://www.ftc.gov>

## Security

You are responsible for any misuse of your account irrespective if a friend, family member, guest or employee has committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or

distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. ALTWOOD will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## **Unsolicited Commercial Email / SPAM Policy**

The abuse and misuse of e-mail on the Internet is a serious problem, and Altwood will not tolerate it. Since it is unsolicited, users who receive SPAM often become angry and send complaints to us and/or the Agents / Suppliers that we employ to operate our business. This aggravates all concerned; it breeds negative consumer attitudes and drains resources. We strive to maintain favourable business relationships in the Web community and obviously we will not allow any practice that threatens these relationships.

SPAM is not only harmful because of its negative impact on consumer attitudes toward ALTWOOD, but also because it can overload ALTWOOD's network and resources, especially on our shared (virtual) server environments.

### **Definition of UCE (Unsolicited Commercial E-mail), or "SPAM"**

This can be summarised as any of the following:

- Bulk sending of UCE, promotional material, or other forms of solicitation sent via e-mail that advertise any IP address belonging to ALTWOOD or any URL (domain) that is hosted by ALTWOOD.
- Unsolicited postings to newsgroups advertising any IP or URL hosted by ALTWOOD.
- The use of web pages set up on ISPs that allow SPAM-ing (also known as "ghost sites") that directly or indirectly reference customers to domains or IP addresses hosted by ALTWOOD.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate a means to SPAM.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

For further information on mail abuse, please visit the Mail Abuse Prevention System (MAPS) website at <http://www.mailabuse.org/>

### **Altwood's Remedial Actions to Spam**

ALTWOOD reserves the right to terminate, without warning, any account that violates this policy. Usage of any ALTWOOD services constitutes acceptance and understanding of this NO TOLLERANCE policy.

ALTWOOD may, at its option, charge UK£50.00, or currency equivalent per SPAM complaint we receive for any type of hosting customer. These are non-refundable charges and will be invoiced at the time of complaint notification.

ALTWOOD reserves the right to decide what it considers "SPAM", "UCE", "mail bombing", or "bulk e-mail" and to determine from all of the evidence whether or not the e-mail recipients were from an "opt-in" e-mail list. We always suggest that you run mail lists separately through an Altwood IT Services solution.

Should you choose to e-mail from ALTWOOD servers, especially if you use mailing lists, you must read and adhere to the following guidelines, which are offered as a statement of Internet standards and best current practices for proper mailing list management and preventing e-mail abuse.

### **Mailing List Best Practice Principles for Preventing Abuse**

Mailing lists are an excellent vehicle for distributing focused, targeted information to an interested, receptive audience. Consequently, mailing lists have been used successfully as a highly effective direct marketing tool. We highly recommend the use of Double Opt in methods to obtain emails from interested clients. If you require such scripts then ALTWOOD can provide these to you or more efficiently can run them for you.

Unfortunately, some marketers misuse mailing lists through a lack of understanding of Internet customs and rules of the forum pertaining to e-mail. Others fail to take adequate precautions to prevent the lists they manage from being used in an abusive manner. Suffice to say most mailing lists purchased are going to more than likely result

in having your site shut down. Our advice is to gather emails directly from your website and not purchase any lists this way you know the Email addresses have totally OPTED to receive mail from you. We further suggest:

- E-mail addresses of new subscribers must be confirmed or verified before mailings commence. This is usually accomplished by means of an e-mail message sent to the subscriber to which s/he must reply, or containing a URL that they must visit, in order to complete the subscription. However it is implemented, a fundamental requirement of all lists is the verification of all new subscriptions.
- Mailing list administrators must provide a simple method for subscribers to terminate their subscriptions, and administrators should provide clear and effective instructions for un-subscribing from a mailing list. Mailings from a list must cease promptly once a subscription is terminated.
- Mailing list administrators should make an "out of band" procedure (e.g., a means of contact by which messages may be sent for further correspondence via e-mail or telephone) available for those who wish to terminate their mailing list subscriptions but are unable or unwilling to follow standard automated procedures.
- Mailing list administrators must ensure that the impact of their mailings on the networks and hosts of others is minimized by proper list management procedures such as pruning of invalid or undeliverable addresses, or taking steps to ensure that mailings do not overwhelm less robust hosts or networks.
- Mailing list administrators must take adequate steps to ensure that their lists are not used for abusive purposes. For example, administrators can maintain a "banned list" of e-mail addresses from which all subscription requests are rejected. The parties entitled to use the addresses at issue would add addresses to the "banned list" upon request. The purpose of the banned list would be to prevent subscription of addresses appearing on the banned list by unauthorized third parties. Such banned lists should also give properly authorized domain administrators the option to ban all mailings to the domains for which they are responsible.
- Mailing list administrators must make adequate disclosures about how subscriber addresses will be used, including whether or not addresses are subject to sale or traded with other parties. Once a mailing list is traded or sold, it may no longer be an opt-in mailing list. Therefore, those who are acquiring "opt-in" lists from others must examine the terms and conditions under which the addresses were originally compiled and determine that all recipients have in fact opted-in specifically to the mailing lists to which they are being traded or sold. REMEMBER YOU ARE THE ONE MAILING and YOU ARE THE ONE THAT WILL BE SPAMMING.
- Mailing list administrators should make adequate disclosures about the nature of their mailing lists, including the subject matter of the lists and anticipated frequency of messages. A substantive change in either the subject matter or frequency of messages may constitute a new and separate mailing list requiring a separate subscription. List administrators should create a new mailing list when there is a substantive change in either the subject matter or frequency of messages. A notification about the new mailing list may be appropriate on the existing mailing list, but existing subscribers should never be subscribed automatically to the new list. For example, if Company A acquires Company B, and Company B has compiled opt-in mailing lists; Company A should not summarily incorporate Company B's mailing lists into its own.
- Affiliate site owners must have clear statements on their signup page for new affiliates that state a no tolerance policy to "Spam" and if found to be spamming no funds will be paid. If a Spam complaint should be received that affiliate must be cancelled and the page that the affiliate was marketing redirected to a web page you host simply displaying fact that the service has been terminated for Spam abuse and apologise but clearly state that you have removed the affiliate from your scheme. This must be done immediately.

### **Revisions to UCS / Spam Policy**

ALTWOOD reserves the right to revise, amend, or modify this policy our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service). Continued usage of the services after a change to this policy is implemented and posted on the ALTWOOD site constitutes your acceptance of such change or policy. We encourage you to regularly check the ALTWOOD site for any changes or additions.

### **Advice of Counsel**

Customer and any users hereby warrant that they have obtained legal counsel from an attorney of their own selection on the content of this Agreement, including but not limited to the limitations of liability of Altwood IT Services as set out above.

**Customer hereby confirms that it has read in full and fully understands (or taken legal advice where necessary if not) and fully agrees to be bound by:**

- **This Altwood IT Services Hosting Agreement and Terms of Service, and**
- **The Altwood IT Services Hosting Acceptable Use & Copyright Policy, and**



- **The Altwood IT Services Unsolicited Bulk Email (SPAM) Policy.**

**Altwood IT Services agrees to provide the Customer with services and tariff as separately agreed (and confirmed in writing).**