



OPAL BUSINESS SOLUTIONS LIMITED

ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out the terms between you and us under which you may use our internet related services (“**the Services**”) and/or access our website at www.opal-solutions.com (“**our site**”). This Acceptable Use Policy applies to all users of our Services and to all users of, and visitors to, our site.

Your use of our Services and/or our site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our General Terms and Conditions.

GENERAL

Prohibited Uses

You may use our Services and/or our site only for lawful purposes. You may not use our Services and/or our site:

- In any way that breaches any applicable local, national or international law or regulation (including the Computer Misuse Act 1990 and Data Protection Act 1998).
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To forge Internet addresses or other fields in IP packets;
- To knowingly transmit any data, send or upload any material that 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.
- In any way that threatens the integrity and/or security of any network or computer system.
- In a way that allows access to our network management equipment or that of third parties.
- In any way that attempts to avoid incurring charges or to otherwise avoid being required to pay for such usage.
- In any way that degrades or interferes with other users’ use of any of our services (or may do so).
- In a way that breaches third party rights of any kind (including intellectual property rights such as copyright or trade marks, right to privacy)
- In any way that breaches a third party non-disclosure agreement or obligation.
- To transmit or display any material which affects the national security of any country or for terrorist activities.
- In any way that contravenes generally accepted standards of Internet or other networks conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of site in contravention of the provisions of our terms of website use.

- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.
- Not to allow any unauthorised use of your password or to use the Services and/or our site to guess passwords or access to other systems or networks.
- You are responsible for the activities of your end-users and ensuring compliance by them of this policy
- To maintain email addresses (preferably as an email alias) of the forms `postmaster@customer.domain` and `abuse@customer.domain` for receiving complaints of network abuse activities, as suggested by Internet Official Protocol Standard RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
- All complaints related to network misuse, including email abuse (SPAM) are to be sent to `abuse@opal-solutions.com`.

EMAIL SERVICES

Our customers are asked to remain courteous to others when sending email and not to abuse the service provided by us. However, from time to time email is sent by our customers to others which, accidentally or otherwise, is considered to be an abuse of the service provided by us. Avoid using UPPERCASE in your messages as it implies that you are shouting.

The following non-exclusive list of conduct would be considered as an abuse of the email service:

Chain letters, pyramid selling, and multi-level marketing schemes

These are similar to the paper and mail based letters. Typical abuse of this sort includes the 'Make Money Quick' scams. These not only waste resources, but they are illegal in certain countries and may render the poster liable to prosecution.

Unsolicited commercial email

Unsolicited commercial email is advertising material sent by email without the recipient either requesting such information or otherwise directly expressing an interest in the material advertised. Many Internet users use a dial-up connection and pay for their online time. Receipt of unsolicited commercial advertising therefore costs them money and is particularly unwelcome. It should be noted that a user has not expressed an interest by including their email address in any particular newsgroup or on any particular web page, unless of course they have made a specific request for information to be emailed to them.

Unsolicited bulk email

Unsolicited bulk email (also known as SPAM) is the sending of the same (or similar) mail messages to many recipients either in one batch or multiple batches where the recipient has not expressly requested the information.

Unrequested binary messages

The majority of email users are not able to select messages based on size and therefore such emails result in a significant waste of resources for the users concerned.

Forged headers and/or addresses

If email is sent which implies that the sender can be contacted at an email, postal, or fax address which is not under the direct control of the sender, this is considered to be a grave abuse of the email system.

Mail bombing

Mail bombing is the sending of multiple emails, or one/multiple large email, with the sole intent of annoying and/or seeking revenge on a fellow Internet user. It is waste of shared Internet resources, as well as serving no value to the recipient. Due to the time taken to download it, sending long emails to sites without prior agreement can amount to denial of service, or access to email at the receiving site. Note that if binary attachments are added to mail this may increase the size considerably. If prior arrangement has not been made, the mail will be extremely unwelcome.

Denial of service attacks

Denial of service is any activity which prevents a host on the Internet making full and effective use of their facilities. This includes, but is not limited to:

- Mail bombing an address in such a way to make their Internet access impossible, difficult, or costly.
- Opening an unnecessarily large number of mail connections to the same mail host or making a connection to a SMTP relay (sometimes known as a smarthost) without authorisation or permission.
- Sending email designed to damage the target system when executed or opened; for example, sending malicious programs or viruses attached to an email.
- Sending email which is designed to cause confusion, consternation, fear, uncertainty, or doubt, such as fake virus warnings.

Mailing list subscriptions

You must never subscribe anyone other than yourself to a mailing list. You must be aware of how to correctly remove yourself from a mailing list in the event that you alter your email address or terminate your service with us.

Illegal material

You should not send email which contains any information which is illegal to send or possess in the United Kingdom such as copyright, trade secrets, or pornography. Additionally you should be aware that the transit of material into, or through, other countries may be required to comply with the law in that country. In some cases this may include the transmission of encrypted messages.

USENET SERVICES

Our customers are asked to remain courteous to others when accessing USENET newsgroups and not to abuse the service provided by us. Avoid using UPPERCASE in your messages as it implies that you are shouting.

The following non-exclusive list of conduct would be considered as an abuse of the news service:

Chain letters, pyramid selling, and multi-level marketing schemes

These are similar to the paper and mail based letters. Typical abuse of this sort include the 'Make Money Quick' scams. These not only waste resources, but they are illegal in certain countries and may render the poster liable to prosecution.

Commercial articles

The majority of newsgroups are areas of interest and are not of a commercial nature. Readers of such newsgroups will object to commercial traffic (such as the advertisement of products and/or services for which payment is required). Please check with the FAQ of the newsgroup concerned before posting articles of a commercial nature.

Binary postings to non-binary groups

Outside of the alt.binaries.*, alt.pictures.*, and comp.binaries.*, newsgroup hierarchies, the posting of encoded binary data is considered inappropriate. The majority of USENET news sites and readers are not able to select articles based on size and therefore such postings result in a

significant waste of resources for the users concerned. In some cases, posting of this sort could be considered to be a denial of service attack on multiple recipients.

Excessive multi-posting (SPAM) and excessive cross-posting (velveeta)

This occurs when the same (or similar) article is posted, or cross-posted, to a large number of unrelated newsgroups. A more complete description of these (and other related) terms, can be found in the FAQ regularly posted to news.admin.net-abuse.announce newsgroup.

Forged headers and/or addresses

If a posting is made which implies that the sender can be contacted at an email, postal, or fax address which is not under the direct control of the poster, this is considered to be a grave abuse of the USENET news service.

FREE WEB SPACE SERVICES

Note that the Opal server is scanned by many WWW databases automatically. If you enter your URL manually, use the official URL format. The free web space is for you to use as you wish according to the current General Terms and Conditions. The most important points to note are that UK law must be observed at all times and that there must be no damage to the reputation of Opal. In accordance with the General Terms and Conditions, you will be held responsible for the content of your pages. You are therefore advised to ensure that you obey all copyright and standards. This is also true for all images, sounds, or video that you may include within your free web space.

- We reserve the right to immediately remove any or all files to ensure that your use of the service is within the free web space allocation.
- Pages within the free web space area should not be defamatory or libellous and they should not contain material which may be considered offensive, confidential or secret.
- If the pages within the free web space area contain information which should only be viewed by an adult audience, you are advised to portray a warning before the material is displayed.
- Please note that virtual storage and FTP storage customers lose the entitlement to free web space on the account that controls their web storage or FTP storage area.
- Commercial use of your free web space area is permitted but there must be no 'resale' of We services associated with the use of the free web space area. Your password must **not** be disclosed to any third party without notification to us.
- We will not provide any statistics or addresses of hits to your free web space area.
- We will not keep backup copies of your free web space and therefore you should ensure that you make your own backup copies of free web space files placed on Opal web servers.
- Free web space users may not take advantage of any CGI's that are available on Opal web servers. Additionally no user CGI's will be installed on Opal web servers for free web space users.
- This service is free and accordingly We accepts no liability for loss, however occasioned, as a result of the suspension, removal or unavailability of customer free web space areas. We reserve the right to suspend any or all of the free web space area at any time, without notice.
- We reserve the right to terminate the free web space area allocated to a user if the area is not used within a reasonable period of time.
- The free web space area is for current customers of Opal and accordingly your free web space area will be deleted upon the cancellation of your basic account.
- We reserve the right to move or suspend service to the free web space area with excessively high hit rates without notice.
- We reserve the right to move or suspend service to the free web space area for users with excessive FTP upload or download rates or for users using persistent connections for FTP.
- Do not use any other form of URL to refer to your pages, it will not be supported by Opal.
- The URL allocated to your web space may be changed or withdrawn at any time without notice.
- We reserves the right to add or remove functionality to the service at any time and without prior notice.

- We provide the free web space without charge, however, we reserve the right to decrease or increase the amount of Free Web Space provided to basic account users without notice.
- We reserve the right to suspend or remove the free web space areas of users who exceed their renewal date.
- Any decision made by us with regard to the free web space service will be considered final.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Services and/or our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the General Terms and Conditions and the terms of use upon which you are permitted to use our Services and/or our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of the Services and/or your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this Acceptable Use Policy at any time by amending this policy. You are expected to check this policy from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.