

## 3DSL Acceptable Use Policy

This policy is subject to change and it is your responsibility to check the policy regularly for updates. This policy together with the 3DSL Terms & Conditions form the Agreement between the Customer ("You") and 3DSL ("Us") ("the Agreement").

### 1. General

3DSL reserves the right to suspend or cancel a customer's access to any or all Services provided by 3DSL, where 3DSL decides that the account has been inappropriately used. 3DSL reserves the right to refuse Services and/or access to its servers to anyone.

### 2. Customer obligations

You will keep full security copies of your computer programs data base and computer records on a daily basis or more frequently if required by best computing practice;

You will obtain the consent of individuals whose personal data are to be held on the register of the Naming Organisation (i.e. Nominet for .uk and 3DSL Internet AG as ICANN accredited Registrar (<http://www.icann.org>) for .com, .net, .org, .info, .biz and .name domains or such other Naming Organisation as 3DSL may specify to You from time to time) and promptly notify Us of any changes to your registered details including (but not limited to):- (a) Your name and address; (b) name, postal address, e-mail address, telephone and fax number of the technical contact and administrative contact for your domain name(s) and to provide such information within 15 days of a request for such information from Us.

In order to maintain the data-transfer volume restrictions, You agree to check all email accounts in regular intervals and download the emails stored therein. You understand that 3DSL may, should the capacity of your email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to You.

Email accounts that have not been used for a period exceeding two (2) months (i.e., where You have not accessed your account and You have not downloaded emails) are subject to suspension by 3DSL. Upon such suspension, 3DSL will send a notification to your primary contact email address, announcing the suspension of the account. Failure to respond to such notice with a request for reinstatement of the account may, at Our sole discretion, lead to the termination of the subject account and the email box may be deleted from Our servers. In such cases, 3DSL takes no responsibility for the loss of any data and/or emails still located in such account and You have no recourse against 3DSL for any damages resulting from the loss of such data.

You will keep confidential all passwords received from 3DSL for the purpose of the Services and notify Us immediately upon becoming aware that a password has become known to an unauthorised third party.

### 3. Use of the Services

You will only make use of the Services for a legitimate and lawful purpose. You will complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services. You will ensure your home page contains your full name and address and will allow 3DSL to access to your home page to check for any infringements of your obligations under this Policy.

You will ensure that your website complies at all times with all relevant laws and obligations in any territory in which You are situated or in which your website may be accessed or made available. You must also obtain any relevant consents and approvals for the installation and use of any third party equipment or software. 3DSL will have no liability under this Agreement for your failure to comply with any such relevant laws or obligations or do not obtain such consents or approvals.

### 4. Unacceptable Use of the Services

You will not send, transmit, make available, copy, re-transmit, broadcast or publish (whether directly or indirectly) in whatever form, any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available.

You will not make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to not sending large numbers of electronic mails with the same content which is commonly referred to as "spamming".

Use of the IMAP account as a "virtual drive", i.e., to store files as attachments or in any other manner, is strictly prohibited. IMAP accounts may be used for no purpose other than in the context of normal email traffic. You will not use the Services in a manner which infringes any third party's copyright or other intellectual property rights. You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

You understand that if You exceed the relevant data transfer volume applicable to specified Services you will be liable to pay additional charges as may vary from time to time for the data transfer volume exceeding the agreed level in the specified Service. You will not arrange your home page(s) in a way that leads to a risk of or causes an excessive load on the server provided by Us in connection with the Services.

You will not use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are offensive, illegal or immoral or which are in breach of any legal obligation. You will not use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which contain any adult material. Adult material includes all pornography; or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of Us.

You must ensure that any use of 3DSL's Services by You or any other authorised account user, are not knowingly or negligently used for i.e. creating, transmitting, exceeding the quota limit, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of 3DSL Internet's services or any other Internet user or person.

## **5. The Software**

The 3DSL Online Software ("Software") is provided for online use as part of the Services, and the use of the Software may be subject to fees as outlined in the current fee schedule for the specified Services.

The Software is hosted software which runs directly on 3DSL's servers, and You agree that you will not download, install, store, make copies of or sub-licence the Software. You further agree that You shall not in any way translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, licence, distribute, market or otherwise dispose of any portion of the Software or any copies thereof and shall not assist any third party in doing so.

You understand and accept that the Software is designed to be used through 3DSL's user interface and, as such, may be utilised by any authorised user from any computer or workstation. This licence is automatically revoked upon termination of this Agreement. 3DSL reserves the right to modify or discontinue the Software at any time without notice.

## **6. Enforcement**

3DSL will determine, at our own discretion, whether there has been a breach of this Policy through your use of Our Services. If a breach has occurred, we may take any such action as deemed appropriate in accordance with section 1.

Failure to comply with this Policy constitutes a material breach of the Agreement upon which you are permitted to use Our Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Our Services;
- Immediate, temporary or permanent removal or archiving of any content in breach of this Policy uploaded to Our servers;
- Issue of a written warning to You;
- Issue of 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; or
- Disclosure of such information to law enforcement authorities as 3DSL considers to be reasonably necessary.

3DSL excludes liability for actions taken in response to breaches of this Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **7. General**

3DSL are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

## **8. Contact Information**

3DSL are happy to answer any questions You may have regarding your 3DSL Services. Please note that any discussions with Us are treated in strictest confidence, so we may need to ask You security questions to confirm that we are speaking to the right person.

## **9. Privacy**

Your right to privacy is very important to Us. 3DSL recognise that when You choose to provide Us with information about yourself, You trust that we will act in a responsible manner. 3DSL believe this information should only be used to help Us provide You with a better Service. **Please note:** by signing up for any of our Services You agree to be bound by all 3DSL terms and conditions which form the Agreement between You and Us.