

- < To monitor data or traffic on any network or system without the authorisation of the owner of the system or network.
- < To employ programs that consumes excessive CPU time or storage space. We reserve the right to terminate CPU intensive process.

You also agree:

- < Not to access without authority, interfere with, damage or disrupt:
 - o any part of our site or our services;
 - o any equipment or network on which our site is stored;
 - o any software used in the provision of our site;
 - o any equipment or network or software owned or used by any third party;
- < Not abusively register domain names including but not limited to:
 - o Registering of domain names intended to harras or offend
 - o Registration of intentionally deceptive domains - for phishing or other abusive purposes, for example:
 - Substituting lookalike characters, such as "o" (letter O) and "0" (zero).
 - Inserting, deleting or re-ordering characters.
 - Adding prefixes and suffixes, such as "update", "login" and "secure".
 - o Registration of domain names that infringe on registered trademarks

2. CAPTURE LOGS

Login names and passwords must be kept secret and not be communicated to any third party. Solelyweb must be notified immediately if they are compromised. If a customer forgets their username will need to contact support to have it changed. If a customer forgets or loses their password, they will need to contact support to have it changed or use the [password reset link](#) to start the process of changing password.

Solelyweb will therefore be notified if you have an account with Solelyweb and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers, CRM systems and blogging software must not be remotely exploitable.

If Solelyweb has an account with Solelyweb, Solelyweb will 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. Solelyweb understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Solelyweb will work with the customer to resolve the issue as efficiently as possible to restore normal service.

Proxy servers and services are not permitted on Solelyweb network under any circumstances.

3. COMPLIANCE WITH UK AND EU LAWS

Customers may not use Solelyweb services to send unsolicited commercial email (UCE, also known as spam). Solelyweb will block the mail services of any customer found to be sending such mail. This applies to all emails sent by or on behalf of the Customer directly and to any emails and/or SMS text messages sent as part of the Email Marketing Services.

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. Customers must ensure that the use and maintenance of any such lists are carried out in accordance with the Data Protection Act 1998.

It is the responsibility of the Website customer to ensure that emails are regularly checked and removed from Solelyweb. Solelyweb 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, Solelyweb reserve the right to remove older mails from the mailbox to reduce its size. All emails stored on Solelyweb that are deleted by Solelyweb where such email is over 30 days old.

Customers must access emails within 30 days of receipt failing which the mailbox may be considered abandoned and Solelyweb reserves the right to delete such mailboxes.

4. FURTHER CONDITIONS

By uploading to the services, the customer will be deemed to have accepted and agreed to Solelyweb's Terms and Conditions:

The customer will be responsible for the content of their website, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Solelyweb reserve the right, without notice or explanation, to remove material which does not comply with this Acceptable Use Policy or our General Terms and Conditions, such as material of an adult nature or pirated software.

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

Customers will be held solely responsible by Solelyweb for any defamatory, confidential, secret or other proprietary material made available via their website. Solelyweb reserve the right to suspend any sites containing such material. Customers must be careful when using peer to peer networking software to ensure that they do not download or transfer material which they do not have the right to download or transfer.

You may not use our services in any way that would disrupt, impair, or interfere with our services. Solelyweb's Terms and Conditions are limited to section 3, Prohibited Uses/ Irresponsible Usage rules.

Should your use of our services result in an overly high load on our servers, at our sole discretion, we may suspend your account until the cause of any such overload is determined and resolved, or we may terminate your account if we believe that the situation cannot be resolved. Solelyweb reserve the right to suspend or terminate accounts in any manner, such as abuse is to be assessed and decided upon at Solelyweb's sole discretion. Solelyweb will ask customers who intend to use high volumes of data to first discuss their requirements with our Support Team.

Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as law enforcement. Solelyweb must be notified immediately if they are compromised. For example, if someone compromises your account, you must notify Solelyweb immediately. Solelyweb will not be responsible for any loss of data or information resulting from the use of services that do not include any backup plan.

The customer has sole responsibility for ensuring that any data is suitably backed up. Solelyweb will accept no responsibility whatsoever for loss of data or information resulting from the use of services that do not include any backup plan.

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

5. PC AF M FG NM CA

When we consider that a breach of this acceptable use 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 terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- < Immediate, temporary or permanent withdrawal of your right to use our site.
- < Immediate, temporary or permanent removal of any Contribution 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 or as required by law.

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

8. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by UK law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.