



Merseyside Third Sector Technology Centre (3tc) Acceptable Use Policy and Service Guidelines

3tc provides web hosting to many clients, and we have a responsibility to protect each client and to provide the best services available. The following guidelines are designed to ensure these obligations are met.

Domain Names

Domain names are available on a first-come, first-served basis. Where a specified domain name is not available 3tc will advise the client of suitable alternatives. However it is the end users responsibility to ensure that any name registered does not infringe the rights of any third party.

Where Domain names have been registered the client is responsible for renewal and maintenance of the domain name with the appropriate naming authority. Where 3tc is acting as the agent you will be notified prior to the expiration of licence so that it can be renewed transferred or cancelled. Users should abide by the terms and conditions of the naming authority (attached) and 3tc cannot be held responsible for any delays, loss of name or suspension of service due to breaches of these terms and conditions.

Content:

All services provided by 3tc may be used for lawful purposes only. They must not be used for the transmission, storage, or presentation of any information, data or material in violation of any law in the EU or elsewhere. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene or material protected by trade secrets and other statute, and invasion of privacy. You, the client, agree to indemnify 3tc from any claims resulting from the use of the service which damages the subscriber or any other party.

All pornographic content and sex-related merchandising is prohibited on all 3tc services. This includes sites that may infer sexual content or links to adult content elsewhere. 3tc will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to 3tc servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites

3tc will be the sole arbiter as to what constitutes a violation of this provision.

Copyright Material & Trademark Infringement

3tc will not be liable whatsoever for any infringement of copyright or misrepresentation by its clients. Examples include:

- Misuse of trading names, logos or the suchlike
- Illegal use of copyrighted code or images
- Misrepresentation

3tc will be the sole arbiter as to what constitutes a violation of this provision.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a 3tc server or using an email address or domain that is maintained on a 3tc machine as reference is STRICTLY prohibited. 3tc will be the sole arbiter as to what constitutes a violation of this provision.

Misuse of System Resources:

Any attempt to undermine or cause harm to a server or customers of 3tc is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or autoresponders other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the web site of the account; or resale or remote access to scripts or programs installed on our servers. Operation of Internet Relay Chat servers or robots on our servers will result in an immediate suspension of service.

Cancellation:

Cancellation can be made via the Communications Manager on 0151 285 4000. Although no notice is required, and there is no cancellation fee, all fees paid for service up to the notice of cancellation are non-refundable.

Suspension:

Activity which results in a suspension or deactivation of an account will result in a forfeiture of fees paid. Complaints made regarding abuses of an account will be grounds for suspension.

Refusal of Service:

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

All sub-networks, distributive hosting sites, and servers of 3tc and associated companies must adhere to the above policies. Please direct any reports of violations of the above policies to the Communications Manager on 0151 285 4000.

Failure to follow any term or condition will be grounds for immediate account deactivation.

I have read and agree to abide by the above terms and conditions.

Signed:.....

Name:

Organisation:

Domain name:

Date:

This form should be completed and returned to:
Internet Hosting, Communications Dept., 3tc, 16 Crosby Road North, Waterloo, Liverpool L22 0NY

Failure to do so may result in a suspension of service or account deactivation.