Policies

Acceptable Use

What is and is not permitted when using our Services, including prohibited content, network stability, and monitoring.

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1. Purpose

Thank you for your business. This is DanumHost Limited's ("DanumHost", "we", or "our") Acceptable Use Policy. This Acceptable Use Policy ("AUP") discusses expectations we have for you and your obligations when using our Services (as defined in the Terms of Service.) DanumHost Limited is in the business of facilitating communication between computer networks. Our goal is to allow our users complete access to everything the Internet has to offer, and to help them build their businesses. This AUP facilitates this goal by governing your use of the Services. Because of the evolving nature of the Internet, our business, and the various ways in which our, equipment, technology or network may be abused, abusive activities not set out in this AUP may still be prohibited. For the same reason, we reserve the right to update this AUP from time-to-time. The most recent version will always be posted here. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. DanumHost Policies; Third Party Policies

This AUP and our other Policies are part of your contract with us and governs your use of our network and resources and our provision of the Services (as defined in the Terms of Service.) If you are a customer, you have agreed to abide by our Policies when you checked "I agree" to our Terms of Service. If you are not our direct customer, you agree to abide by this AUP by using the Services provided by or through us.

You are bound by policies from third parties that provide services to you through DanumHost. You are strongly encouraged to review such policies prior to agreeing to be bound by this AUP. We will provide you with additional information about those policies on request.

3. Appropriate Use of DanumHost Services

You are required to comply with the laws of England and Wales governing copyrights, trademarks, patents, and other laws governing your use of the Services and intellectual property.

Our Unmetered term used within our website and other forms of media linking to us refers to an acceptable use the usage of the service it is linked to. Should we identify that the usage is being abused or being used for longer than 24 hours then a charge may be applied. Should this charge not be cleared then suspension of your account will be applied.

All accounts will require a verified email account linked as important and informational information will be sent occasionally. If no email account is verified, we will send this email out 3 times and should the email address still not be linked as verified then account will then be suspended until it has been done. Should an account be suspended, this may take up to 24 hours for the account to be reactivated although we will try to get this done

sooner.

4. Prohibited Uses

Unsolicited commercial email, or SPAM, is prohibited. Our network must not be used for mailing lists with over twenty-five (25) recipients per email and you may not send an email to more than one hundred (100) recipients per hour although our network is more than capable of this. If you need to send an email to over one hundred (100) recipients, please contact our Support Team for assistance that can assist with this task to where we can provide you with an alternative service. Even if you send email to fewer than two hundred (100) recipients, we will consider your mail to be unsolicited, or SPAM, if it results in several complaints to us, disrupts our network, or subjects us to unfavourable action by other Internet providers. Please review the UK's Privacy and Electronic Communications Regulations 2003 and ensure that any commercial email you send complies with these regulations. Email that is compliant with UK regulations may still otherwise be prohibited by our AUP. If you believe one of our customers is engaged in spamming, please send an email containing all headers, and your contact information, to: enquiries@danumhost.co.uk.

Certain content is prohibited. You are responsible for any content transmitted, or accessed, using our network. Transmission, storage, or presentation of any information, data, or material in violation of any applicable law or regulation is prohibited. You may not use our network to directly facilitate the violation of any law or regulation or this AUP. The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited by this AUP. Use of our network to host content related to or to engage in the following activities is strictly prohibited.

- Top sites.
- IRC scripts/bots, IRCD (irc servers), AutoSurf/PTC/PTS/PPC sites.
- IP scanners, Brute force Programs/Scripts/Applications.
- Mail Bombers/Spam Scripts.
- File Dump/Mirror Scripts (like rapidshare).
- Anonymous or Bulk SMS Gateways.
- Websites or links to websites advocating human violence and hate crimes.
- Websites promoting illegal activities or linking to other websites that promote illegal activities.
- Gambling or chain letters, regardless of content, and regardless of your citizenship.
- Advertising, advocating or operating High-Yield Interest Programs (HYIP), Ponzi or Pyramid schemes, prime banks programs, Bank Debentures/Bank Debenture Trading Programs, or Related Sites.
- Fraudulent sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com).
- Broadcasting or streaming of live sporting events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.) or television.
- Bitcoin miners.
- Impersonating another user or otherwise falsifying one's username in email, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service.
- Dox or posting personally identifiable information such as addresses and phone numbers of individuals with the hope of causing damage or harm to the said person. This does not cover Government officials when providing contact email addresses or the representatives work phone.

- Content that promotes or advocates human trafficking in any way shape or form as determined by DanumHost's sole discretion, sites that promote prostitution, or escort services.
- Network unfriendly activity (eg: attempts to interfere with our network or network connections or which adversely affect the ability of other people or systems to use our network or the Internet).
- Creating, posting, or sending Warez, Roms, CD-Keys, cracks, passwords, serial numbers, Internet viruses, worms or Trojan horses, engaging in denial-of-service attacks, or hosting content that is intended to assist others in defeating technical copyright protections.
- Posting links to prohibited items, facilitating a violation of our Policies, or instructing others in illegal or prohibited activities; and
- Setting up or using (via the Service) proxies, proxy scripts/anonymizers of any kind.
- Using websites where we have identified NULLED/Illegal software to create a website in and or any kind.

If you believe that another customer is using our network in violation of these Policies, please contact us.

Defamation. Websites hosted on DanumHost servers are regulated by the laws of England and Wales. DanumHost's policy is not to remove allegedly defamatory material from websites hosted on our servers unless the material has been found to be defamatory by a court of competent jurisdiction in the United Kingdom, as evidenced by a court order. As a hosting service provider, DanumHost is not a publisher of User content, and we are not able to investigate the veracity of individual defamation claims. We rely on the legal system to provide guidance and to determine whether material is indeed defamatory. If a court of competent jurisdiction in the United Kingdom (including but not limited to the High Court, County Court, or Magistrates' Court) deems material to be defamatory, libellous, or slanderous in nature, we will fully comply and disable access to the material in question in accordance with a court order. Similarly, if a court of competent jurisdiction in the United Kingdom places an injunction on specified content or material being made available, we will comply and remove or disable access to the material in question, per a court order.

Network Stability. Our network is designed to meet and exceed the anticipated needs of our customers, users, and our needs. If we determine that your use of the Services is in breach of our Policies or impairs the stability of our equipment, technology, or network, we may suspend your use of the network, throttle back the bandwidth available for your use, or terminate our agreement with you, in our sole discretion.

Monitoring of Communications. We have the duty and obligation to comply with U.K. law. In certain cases that means that your use of the Services will be monitored. You agree that we are not considered a secure communications medium for the purposes of the UK's Investigatory Powers Act 2016, and that you have no expectation of privacy. From time-to-time we may monitor your use of the network for statistical purposes and to improve the use of our network. Any such monitoring will be done in accordance with our Privacy Policy, located at https://danumhost.co.uk/knowledgebase/, and our Terms of Service can be found at the same location.

Child Pornography. DanumHost takes a strong zero tolerance stance on child pornography, content perceived to be child pornography or child exploitative content. Any website found to host child pornography, link to child pornography or exploitative content will be suspended immediately without notice or warning.

5. Use of Services

IP Addresses. The IP addresses we assign to you are the only ones you may use in connection with the Services. Your use of the Services may be suspended if we determine that you are using other IP addresses. IP addresses

are part of your use of the Services and are owned by us and simply assigned to you while you are a customer. We may change these addresses if necessary. IP addresses may not be assigned or transferred and will be recycled by us if you terminate your use of the Services.

Software. We may provide software for you to use while you are a customer. This software is sublicensed to you and may not be further sublicensed or used for purposes other than those expressly permitted in our Terms of Service or our other Policies, and in the documentation provided with the software. You will be given, or given access to, a software license. This license may further restrict your use of the software. We do not provide support for software whether you license it through us or have licensed it independently.

File Storage. Although we do offer an unlimited package where you have unlimited disk space, we do not allow the storage of files over 500mb unless they are deemed to be backups of your site in which case are only allowed to be within your account for no more than 72 hours. DanumHost can assist in your backup's and offers a program to which can assist you with the backup of your data should you need it. Please contact one of our team should you require more information on this.

6. Client Notification

In the event of a violation of any of our Policies, our Compliance Team will take commercially reasonable steps to notify you via email with relevant details about the alleged violation. Compliance with applicable Federal, State, and Local laws, and court orders will also be considered when we respond to alleged violations.

7. Contacting Us

We encourage you to contact us if you believe that someone has violated this AUP. To facilitate this contact and ensure that important matters are responded to and addressed, we have designated specific channels for communicating with us. Individuals who contact us about this AUP, the behaviour of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests. We do not respond to anonymous correspondence and will refer individuals who deliberately attempt to mislead us regarding their identity, or the basis for their complaints, to appropriate law enforcement officials. Nothing you send or communicate to us is confidential regardless of whether you claim that it is.

Please send all email correspondence to: enquiries@danumhost.co.uk.

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