Wyenet Limited - Acceptable Use Policy

Interpretation

The following policy is intended to be a guideline to Wyenet's stance against violations of the accepted norms of the Internet community and is not intended to be exhaustive. We reserve the right at all times to protect our reputation and goodwill. Wyenet Internet Services is a part of Wyehost Limited.

Free Web Space

1. It is the customers' responsibility to ensure that his/her disk usage does not go over the prescribed limit. Wyenet constantly monitor disk usage and will warn of infringement by email after which billing for excess will be automatically generated.
2. It is the customers' responsibility to ensure that his/her web site traffic allowance does not go over the prescribed limit. Wyenet constantly monitor traffic allowance and will warn of infringement by email after which billing for excess will be automatically generated.
3. The customer must not disclose his/her password to any third party.
4. The customer is not permitted to use any server-side CGI or other program other than those placed by Wyenet into the main cgi-bin directory.
5. The customer is responsible for keeping backups of all his/her own data. Wyenet will not be responsible for loss of customer's data for any reason.
6. The customer is responsible for ensuring that the data offered in their web space does not break any UK law or any law in the home country of the customer.
7. Wyenet reserves the right to remove a site under any of the following circumstances:

   a. The material is suspected to be illegal.
   b. The site gets an abnormally high number of hits.
   c. The customer closes their account or the customer's account is suspended.
   d. The presence of the site adversely affects in any way the ability of Wyenet to provide its services to other customers.

8. The customer must not resell his/her free web space.
9. The customer must not promote his/her web space in such a way that he/she would breach this Policy, whether through Wyenet or an alternative Internet Service Provider.
10. Any content of an adult nature must contain a warning page as to the content of the site that should be displayed prior to the viewing of any such adult content.

Web Hosting Service

1. It is the customers' responsibility to ensure that his/her disk usage does not go over the prescribed limit. Wyenet constantly monitor disk usage and will advise by email when the next level of service is reached. Billing for this extra service will be calculated on a pro-rata basis to the date of next renewal, at which time the full annual amount will be levied.
2. It is the customers' responsibility to ensure that his/her web site traffic does not go over the current allowance. Wyenet constantly monitors traffic to all web sites and will advise by email when the next level of service is reached. Billing for this extra service will be calculated on a pro-rata basis to the date of next renewal, at which time the full annual amount will be levied.
3. The customer must not disclose his/her password to any third party.
4. The customer is permitted to use server-side CGI or other programs with prior written consent from Wyenet Internet Services.
5. The customer is responsible for keeping backups of all his/her own data. Wyenet will not be responsible for loss of customer's data for any reason.
6. The customer is responsible for ensuring that the data offered in their web space does not break any UK law or any

law in the home country of the customer.

7. Wyenet reserves the right to remove a site under any of the following circumstances:

    a. The material is suspected to be illegal.
    b. The site gets an abnormally high number of hits.
    c. The customer closes their account or the customer's account is suspended.
    d. The presence of the site adversely affects in any way the ability of Wyenet to provide its services to other customers.

8. The customer must not resell his/her free web space.
9. The customer must not promote his/her web space in such a way that he/she would breach this Policy, whether through Wyenet or an alternative Internet Service Provider.
10. Any content of an adult nature must contain a warning page as to the content of the site that should be displayed prior to the viewing of any such adult content.

Unlimited Bandwidth Hosting

1. Wyenet reserves the right to suspend or cancel a customer's access to any or all services provided by Wyenet, where Wyenet decides that the account has been inappropriately used. Wyenet reserves the right to refuse service and/or access to its servers to anyone.
2. Wyenet offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content.
3. Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed.
4. Wyenet will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

    a. The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

    b. The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and must be sent to or from a Wyenet hosted domain.

    c. Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for Wyenet to prove that you do not.

    d. Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Wyenet.

    e. Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space.

    f. Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

Email and Usenet

1. The customer must not use Wyenet's service for any of the following purposes:

   a. Initiating or propagating 'chain' email or 'pyramid' emails
   b. Sending bulk or unsolicited emails, especially of a commercial nature
   c. Using their Wyenet account as a mail drop for responses for any of the above actions

2. The customer must not email a person after they have specifically requested that you do not mail them. This applies to any automated mail system you employ.
3. The customer must not send email or post articles with headers modified in such a way as to disguise the true source of such mail or article.
4. The customer must not post articles of a commercial nature to groups that are inappropriate to the subject of the article. This covers 'spamming'.
5. The customer must not use the service to post articles that contravene the charter of the group to which the posts are made. This includes binary attachments being posted to non-binary newsgroups.

Miscellaneous

1. The customer must not use their account for the purpose of obtaining unauthorised access to any computer or service.
2. The customer is responsible at all times for use of the account, whether through the customer or through third parties

Breaches

1. Following a breach of the AUP, Wyenet will take any action it considers to be appropriate up to and including closure of the account without notice. All breaches will be reviewed on a case-by-case basis.
2. Following suspension of a customer's account, the customer must send a conciliatory letter to Wyenet undertaking not to breach this Policy on a subsequent occasion before the account will be reinstated.
3. Wyenet reserves the right to publish details of breaches and the action taken including the name of the account holder at www.abuse.wyenet.net
4. Wyenet does not allow credits or refunds for any outages resulting from a suspension or deletion of an account under this Policy.
5. Wyenet reserves the right to change or amend this Policy at any time.

Any breaches of this Policy should be reported to support@wyenet.net and the entire posting, together with the full headers, should be forwarded. It is not always possible to respond to each abuse report, but all complaints will be investigated thoroughly.