

By using the Services, the Customer, agrees to comply with the Supplier's Acceptable Use Policy ("AUP").

The Supplier reserves the right to terminate all or any part of the Services should the Customer fail to comply with any or all of the conditions detailed herein.

These AUP are common sense guidelines for use of the Internet and are designed to allow all users to enjoy use of it. Any specific questions about our AUP should be directed to: service@timico.co.uk

1. Interpretation

The following policy is intended to be a guideline as to the Supplier's stance against violations of the accepted norms of the Internet community and is not intended to be exhaustive. The Supplier reserves the right to protect its reputation and goodwill at all times.

2. Web Space

- 2.1** The customer is restricted to the amount of web space in Mb that is purchased. It is the Customer's responsibility to ensure that its disk usage does not exceed this limit.
- 2.2** The customer must not disclose the relevant password to any third party.
- 2.3** The customer is not permitted to use any server-side cgi or other program other than those placed by the Supplier into the main cgi-bin directory without prior consent from the Supplier.
- 2.4** The Customer is responsible for keeping data backups. The Supplier is not responsible for any loss of the Customer's data for any reason.
- 2.5** The Customer is responsible for ensuring that the data offered in the Customer's web space does not break any UK law or any law in the home country of the Customer. The Supplier reserves the right to remove a site or any section of a site under any of the following circumstances:
 - 2.5.1** The material is suspected to be illegal;
 - 2.5.2** The site gets an abnormally high number of hits;
 - 2.5.3** The site contravenes clause 2.3. stated above;
 - 2.5.4** The Customer closes the account or the Customer's account is suspended;
 - 2.5.5** The presence of the site adversely affects in any way the Supplier's ability to provide its services to other Customers;
 - 2.5.6** The Customer resells or attempts to resell the web space;
 - 2.5.7** The Customer uses the web space to store or provide access to pirate software of a third party's products or services, including providing links to pirated software;
 - 2.5.8** The Customer promotes the web space in such a way as to knowingly breach this policy, through the Supplier or any other Internet Service Provider; or
 - 2.5.9** The Customer fails to ensure that any content of an adult nature contains a warning page as to the content of the site and that page is displayed prior to the viewing of any such adult content.

3. Email and Newsgroups

- 3.1** The customer must not use Services for any of the following purposes:
- 3.1.1** Initiating or propagating 'chain' email or pyramid emails;
 - 3.1.2** Sending bulk or unsolicited emails, especially of a commercial nature;
 - 3.1.3** Using The Supplier account as a mail-collector for responses for any of the above; or
 - 3.1.4** Sending any other email that may reasonably be considered spam mail.
- 3.2** The Customer must not email any person or business after they have specifically requested that the Customer not do so. This also applies to any automated email system the Customer may employ.
- 3.3** The Customer must not send email or post articles with headers modified in such a way as to disguise the true source of such email or article. It is the Customer's responsibility to ensure that a rear email address is present and obvious.
- 3.4** The Customer must not post articles of a commercial nature to groups that are inappropriate to the subject of the group.
- 3.5** The Customer must not use the Services 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.
- 3.6** The Customer must ensure that equipment cannot be used to relay email. Failure to comply may result in suspension of the Services without prior notice.

4. Miscellaneous

- 4.1** The Customer must not use their account for the purpose of obtaining unauthorised access to any computer or service.
- 4.2** The Customer is responsible for all use of the account at all times.
- 4.3** The Supplier reserves the right to remove any Usenet articles or web sites that might be held to be defamatory at its sole discretion.
- 4.4** Customers who purchase a single user account must note that this type of account implies single concurrent usage and must not, via tunnelling, use proxies or by any other means, attempt to avoid the service restrictions imposed on this account type.

5. Breaches

- 5.1** Following any breach of the AUP, the Supplier may take any action it considers to be appropriate up to and including closure of the account without notice. AUP breaches will be reviewed on a case-by-case basis.
- 5.2** Following suspension of a Customer's account as a result of a breach of these AUP, the Customer must send a letter to the Supplier undertaking not to breach the AUP on a subsequent occasion before the account will be reinstated.

- 5.3** The Supplier does not allow credits or refunds for any outages resulting from a suspension or deletion of an account or the Services under these AUP.
- 5.4** The Supplier reserves the right to modify or amend the AUP at any time. Any breaches of the AUP should be reported to abuse@timico.co.uk and the entire posting, together with the full headers, should be forwarded. Although it is not always possible to respond to each abuse report, all complaints will be investigated thoroughly.
- 5.5** The Supplier's assignment of IP address space is valid as long as the criteria for the original assignment are met and remain valid only for the duration of the Agreement.
- 5.6** The Supplier shall retain the right at all times to reassign the IP address space to another Customer upon completion and or termination of the Agreement or mutually agreed period thereafter. For the avoidance of doubt, the provisions of this clause 5.6 mean that the Customer is required to re-configure the addresses of all equipment using the Supplier's IP address space if the Customer continues to require the global uniqueness of those addresses.