



29th July, 2003

KAJ ISIS Limited
9 Erica Avenue,
Woodlands Park
CV12 0AU, UK

supporting the information society
with services for the
world wide web

ACCEPTABLE USAGE

Definitions

'KAJ ISIS' means: KAJ ISIS Limited whose registered office is 8 Eaton Road, Coventry, CV1 2FF, UK. 'Customer' means: the Customer of KAJ ISIS Limited. 'Services' means: services provided by the Company either in the direct or indirect control of the Company. 'Web site' means: A web site and all associated files. Service means: Services supplied by the company to the customer.

Acceptable Use Policy

Acceptable Use Policy below defines the actions which KAJ ISIS Limited considers to be abusive, and thus, strictly prohibited. In using KAJ ISIS's Services you agree to the conditions herein. Should any action be taken by KAJ ISIS in the suspension or the withdrawal of Services the Customer shall forgo any claims against KAJ ISIS in respect of refunds for unused Services and any performance claims against KAJ ISIS.

The examples named are non-exclusive, and are provided for guidance to the Customer. If you are unsure whether any contemplated use or action is permitted, please submit a support request and we will endeavour to assist you.

Customers are also reminded that you may violate some of the actions listed below via other Internet Service Providers on behalf of, or to advertise, any service provide to the Customer by KAJ ISIS.

Customer's must ensure that all services associated with there account are used in accordance with KAJ ISIS policy.

General Conduct

Customers are prohibited from transmitting on or through any of KAJ ISIS's Services, any material that is, in KAJ ISIS's sole discretion, unlawful, obscene, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise

violate any local, state, national or international law. KAJ ISIS's Services may only be used for lawful purposes.

Transmission, distribution, or storage of any information, data or material in violation of UK, European, or other International regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

Security

Customers may not use KAJ ISIS's Services as to attempt to circumvent user authentication or security of any host, network, or account.

This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy.

Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mailbombing, or other deliberate attempts to overload or crash a host or network.

Shared Servers

The Customer will ensure that all website content has been suitably tested prior to publication to a shared server. Should KAJ ISIS suspect that a particular website is abusing the resources of a server KAJ ISIS reserves the right to suspend or limit the resources KAJ ISIS would normally make available. Normal service will only be resumed once the Customer has identified and rectified any anomalies within the website. KAJ ISIS at its discretion may also make a charge to the Customer for the work involved by KAJ ISIS in identifying the abuse of the shared servers resources.

Customers are not authorised to load or install any application or component of any description to a shared server. The Customer can request the Company to install such via the Support System. A charge for installation and any relevant software license fees will be applicable.

Law Enforcement co-operation

KAJ ISIS will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Customers or Users who violate systems or network security may incur criminal or civil liability.

E-mail and other types of Internet-based message distribution

KAJ ISIS has zero tolerance for Unsolicited Commercial Email (UCE) that is in any way associated with KAJ ISIS, its clients, or any of its client's associates. Customers are prohibited in anyway whatsoever from using UCE as a means of advertising data or Services to distribute such materials. Please review the information at <http://spam.abuse.net> for more information on what constitutes UCE, or 'Spam.'

Infringements of our UCE policy can result in any one of the following:

A warning from KAJ ISIS, via E-mail or telephone.
Removal of DNS for the advertised or originating site.
Temporary shutdown of the server or a block on outgoing mail.
Permanent disconnection of service.
Infringements of this policy include, but are not limited to:

Attempting to transmit an e-mail via KAJ ISIS's Services from a domain name that is not known on the KAJ ISIS network.

Sending mail to users who have not specifically requested to receive such mail, including opt-out mailing lists.

Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted at KAJ ISIS to users that have not specifically requested this mail.

Forging of message headers to mask the originator of the message.

Harassment, whether through language, frequency, or size of messages, is prohibited.

Limitations

Whilst KAJ ISIS will at all times make every effort to ensure the performance and delivery of Services that are directly within its control or not, KAJ ISIS gives no warranties of any kind, expressed or implied for services provided to the Customer. KAJ ISIS disclaims any warranty or fitness for a particular purpose. This includes loss of business, custom, loss of data and all service interruptions unless otherwise stated by KAJ ISIS or agreed with the customer in writing.

Exclusions

The Customer will have no recourse to KAJ ISIS if a customer's account is in arrears; KAJ ISIS has suspended or withdrawn services as a result of the customer being in breach of any of the terms in the use of the services; is subject to a wind-up order, has been placed into receivership, or ceased trading.

Indemnify

The Customer agrees that it shall defend, indemnify, save and hold harmless KAJ ISIS from any and all demands, liabilities, losses, costs and claims, including all legal fees, that may arise or result from any service provided or performed or agreed to be performed by a Customer, its clients, agents, employees or representatives. (1) any injury to person or property caused by any products sold or otherwise distributed in connection with KAJ ISIS's services; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective Product sold via KAJ ISIS's services.

These terms and conditions are subject to English Law.

KAJ ISIS reserves the right to revise these terms at any time without due notice.

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