Platform acceptable use policy (AUP)

Policy:

NOTWITHSTANDING the lease term, the IP USER must uphold the following standards in order to continue to access the IPXO network and use its Services. IP USERS agree to be bound by this AUP.
IP USER may not use the IPXO network and PLATFORM in any jurisdiction for unlawful, obscene, offensive, or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved and terminated if not resolved promptly.

Prohibited Uses

1. You may use our Services only for lawful purposes. You may not use our Services:

(a) in any way that breaches any applicable local, national or international law or regulation;
(b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
(c) for the purpose of harming or attempting to harm anyone, including minors, or in any manner which will, or is likely to, infringe the personal rights of others;
(d) in any manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others;
(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
(f) to transmit, or procure the sending of, any mass mailing without pre-approval from IPXO;
(g) in connection with any defamatory, indecent, obscene, offensive, threatening or abusive conduct or activity;
(h) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
(j) to hijack: any announcement without consent of IPXO will be treated as illegal (unauthorized); or
(i) in any way that is inconsistent with the terms of Your agreement with IPXO.

2. Without prejudice to the generality of the overview principles set out above, unacceptable use includes, but is not limited to, the following:

(a) Posting, transmission, re-transmission, or storing material on or through PLATFORM, if IPXO reasonably believes that such posting, transmission, re-transmission or storage is:

- in violation of any local, national or international law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations);
- threatening or abusive;
- obscene;
- indecent; or
- defamatory.

(b) Installation or distribution of pirated or other software products that are not appropriately licensed for use.
(c) Resale any of IPXO's Products and Services without the express prior written consent of IPXO. (d) Deceptive marketing practices.
(e) Actions that restrict or inhibit anyone – whether a customer of IPXO's PLATFORM or otherwise – in his or her use or enjoyment of IPXO's Services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of internet services.
(f) Introduction of malicious programs into PLATFORM or other services of IPXO (e.g., viruses, Trojan horses and worms).
(g) Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access (e.g., port scans, flood pings, packet spoofing and forged routing information).
(h) Executing any form of network monitoring that will intercept data not intended for You.
(i) Circumventing user authentication or security of any host, network or account.
(j) Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
(k) Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
(l) Failing to comply with IPXO's procedures relating to the activities of customers on PLATFORM.
(m) Furnishing false or incorrect data on the Order Form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilisation or other methods to document use of PLATFORM.
(n) Sending unsolicited mail messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., e-mail spam).
(o) Sending any mass mail messages that would be considered as Spam;
(p) Harassment (e.g., through language, frequency, or size of e-mail messages).
(q) Unauthorised use or forging of mail header information.
(r) Solicitations of mail or any other e-mail address other than that of the poster's account or service, with the intent to harass or to collect replies.
(s) Creating or forwarding chain letters or other pyramid schemes of any kind. If no mailing activity is expected, port 25 should remain restricted.
(t) Use of unsolicited e-mail originating from within IPXO network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by IPXO or connected via IPXO network.
(u) Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United Kingdom or without all required approvals, licenses and exemptions.
(v) Use of IRC servers or bots connected to public IRC networks or servers.

3. IPXO will determine, in its discretion, whether there has been a breach of this Acceptable Use Policy by You. When a breach of this policy has occurred, we may take such action as we deem appropriate.

4. The users of PLATFORM acknowledge that IPXO does not purport to monitor the content of hosted materials or the use of the Services.

5. Where IPXO reasonably suspects that there has been a breach of the provisions of this AUP, IPXO may take all or any of the following actions:

(a) Immediate, temporary or permanent withdrawal of Your right to use the services.
(b) Immediate, temporary or permanent removal of any posting or material uploaded by You.
(c) Issue of a warning to You.
(d) Legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach. (e) Further legal action against You.
(f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

7. Any breach by users of PLATFORM of AUP will be deemed to be a material breach of the Agreement.