

Acceptable use policy

This Acceptable Use Policy (AUP) sets out the terms between you and Fastnet International Limited under which you may use our products and services. Your use of any of our products or services means that you accept and agree to abide by all the policies listed which supplement our Terms and Conditions. The AUP applies to all Fastnet customers and applies equally to any third party customer or any person accessing Fastnet services or services hosted by Fastnet or transiting the Fastnet network.

Fastnet is Fastnet International Ltd, Registered in England No. 3015861 and whose address is Shaftesbury Court, 95 Ditchling Road, Brighton, BN1 4ST

Why has Fastnet published an AUP?

We need to make sure that everyone knows what we don't allow. Our aim is to ensure compliance with the law as well as to protect our network systems and resources, whilst ensuring both privacy and security for both you and us.

What sanctions can Fastnet apply?

Failure to comply with this policy constitutes a breach of our Terms and Conditions (<http://fastnet.co.uk/terms-and-conditions>) and may lead to immediate temporary or permanent withdrawal of services. We may suspend or terminate your account with no prior warning and may go to court to recover the cost of any damage done to our systems or reputation.

How often will the AUP be modified?

Whenever we need to update or change the AUP we will do so. The new AUP will apply as soon as we publish the updated document on this webpage and any changes will come into effect at the same time.

Legal use

Fastnet products and services may not be used to send or receive any material which is offensive, abusive, indecent, obscene, or menacing; or in breach of confidence, copyright, privacy or any other rights, or to send or receive any material, including computer viruses or pornography, the sending or reception of which transgresses any laws of the United Kingdom, whether Civil or Criminal. Fastnet reserves the right to make available any logs of customer activities to the proper authorities when legally required and properly requested to do so.

Security

Accessing or attempting to access any of Fastnet's equipment, equipment hosted by Fastnet or Fastnet Customer Premises Equipment supplied with the normal range of services provided is strictly prohibited. Commonly referred to as hacking or cracking this includes, but is not limited to, attempting to read or modify any system files or interact directly with the operating system, or any action which has the express purpose of interfering with the normal running of any equipment on or connected to our network.

The following actions are considered by Fastnet to be direct interference with our equipment and are prohibited. Specifically, but without limitation:-

- Forgery of addresses or other such data in IP packets or emails
- Unauthorised access to the network management equipment of Fastnet or other
- Internet providers or their customers
- Mail bombing; mass mailing of unsolicited advertising material
- The use of IP multicast without authorisation

- Use of packet sniffers and other forms of electronic surveillance devices
- Any Denial of Service/resource attack
- Accessing or attempting to access any account without authority

-are considered to be unacceptable practice and may result in Fastnet taking immediate action to suspend or cancel the account or accounts of the offender without prior notice. Fastnet may, at their sole discretion, report the incident to the Police or appropriate law enforcement authorities and circulate such details about the offender to other Internet Providers as to enable them to impose such sanctions as they see fit.

Your account

You are responsible at all times for the use of your account, through yourself or third parties. You should keep your user name and password supplied by Fastnet secure and you must not pass them on to any other individual or group of people. You should be aware that you are responsible for the actions of anyone using your account and your liability under the law is not necessarily limited. The Services may not be used to cause annoyance, inconvenience, or needless anxiety.

System resources

You are expected to make responsible use of our system resources. If your Internet activities are so excessive that Fastnet customers or Fastnet's system or network resources are detrimentally affected, we may send you a written warning via email. At our discretion we reserve the right to suspend or terminate all or part of any of your services with immediate effect and without recompense.

Electronic mail

The normal use of mail is perfectly acceptable. However, customers should be aware that the contents of any email message may not necessarily be private when it is transmitted across the Internet. Highly confidential or personal information should not be sent using email and while Fastnet make every effort to protect accounts from unauthorised access no guarantees are implied or can be given that mail is secure.

Email accounts

Should the volume of mail threaten the proper functioning of Fastnet systems Fastnet reserves the right to delete all the mail and return any new messages to the sender without delay. Fastnet will make a reasonable effort to contact the customer if time permits but operational considerations will have priority.

An Email account exists only as long as an account is held with Fastnet. It is the responsibility of the account holder to collect any mail prior to cancellation. In the event that Fastnet cancels an account due to infringement of Fastnet's Terms and Conditions or in breach of this AUP all mail stored on Fastnet systems will be automatically deleted. Fastnet prohibits the use of private mailing lists run on Fastnet systems unless written authority to the contrary is obtained.

SPAM

E-mail spam, also known as unsolicited bulk email (UBE) or unsolicited commercial email (UCE), is the practice of sending unwanted e-mail messages, frequently with commercial content, in large quantities to an indiscriminate set of recipients. Fastnet has the following Policy:-

No Fastnet account may be used for generating or sending SPAM. Any person or business entity using Fastnet resources for the transmission of SPAM will have their account suspended with immediate effect and without prior warning. Any repeat occurrence may lead to cancellation of the account without notice or warning. Any costs incurred by Fastnet may be reclaimed from the account holder. Fastnet Mail Relays may not be used for sending SPAM or for disguising the origin of any mail sent through the

Internet.

In a similar manner Fastnet does not condone the following actions when posting to Newsgroups:

The cross posting of articles across a range of newsgroups.

- Posting articles which are inappropriate or off topic.
- Posting of offensive or hateful articles.
- Posting of any articles containing content which breaches UK law.
- Posting of advertisements for products or services.

Abuse of the News service may lead to suspension or cancellation of a customer account and any costs incurred by Fastnet as a result will be at the charge of the customer.

Fastnet will always respond to complaints about UCE/UBE/SPAM and any incidence should be reported to abuse@fastnet.co.uk , complete with a copy of all the mail headers.

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