

<webdeal>

»» Acceptable Use
Policy (AUP)

This Acceptable Use Policy (AUP) is Webdeal's description of prohibited activities on our Network or during use of our Services. By using any of Webdeal's Network or Services you have agreed to and are obligated to follow this AUP.

This AUP identifies behaviour and actions Webdeal consider Prohibited Actions. The AUP also aims to reflect applicable law, regulation and accepted industry standards or practice. Therefore Webdeal may need to change this AUP accordingly; any such changes will be posted on www.webdealhosting.com/legal and will be deemed to take effect 15 days from the date of posting. By using our Network or Services you agree to follow this AUP and any continued use of our Network or Services will be deemed as an acceptance of the AUP as it is changed from time to time.

This AUP forms a part of the terms of your Agreement with Webdeal and you are aware that your Services may be suspended or terminated as a result of violation of this AUP in accordance with Webdeal's Master Service Agreement (MSA).

The purpose of this AUP is to help protect our customers and the Internet community from irresponsible, abusive or illegal activities, as well as being an establishment of a code of conduct for the usage of our Services and Network.

Your responsibility according to this AUP applies for your usage as well as anyone else's usage of your service, whether authorised by you or not.

If you have any questions in relation to this AUP, please contact us at legal@webdealhosting.com

1. Security

You have agreed to, and promise to take reasonable security precautions. If you have not signed a SOF where your contact details are set out, Webdeal reckon the person added as your contact person to be the administrator of your services. Any changes or ordered services such as deleting, migration, termination or any other changes that influences the Service has to be ordered or confirmed by this administrator.

You are at all times responsible and obligated to ensure reasonable routines and security precautions for your use of our Services and Network. Therefore your password should consist of no less than 8 alpha and numeric characters with case variation. You are obligated to protect the confidentiality of your passwords and you should have a system or routines for periodically changes of your passwords.

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2. Backup

All customers are obligated to, and have the sole responsibility for running backup of available files and data. Webdeal will not keep backups of your files and data and will therefore never be responsible for any loss of data, unless you have purchased a backup service that gives you cover for any such losses.

3. Abuse

Any engagement in illegal, abusive, irresponsible or unlawful behaviour, while using Webdeal's Network or Services is prohibited. This includes without limitation;

- any behaviour that may interfere with or disrupt Webdeal's Service to any of our other customers or similar interference of any other network, including mail spamming, bombing, chain, flooding, or broadcast attacks or attempts to or any other action that can lead to overloading a system;
- usage of Webdeal's Services to any hate- statements, discriminatory or racists remarks;
- any unauthorised monitoring of data or traffic on any network or system;
- any unauthorised access to or use of data, networks or systems, such as without limitation attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- any unauthorised collection or usage of identifiers such as email addresses, screen names or any other personal information as well as any unauthorised distribution of any such information;
- any activities such as phishing, Internet scamming, password robbery, spidering, and harvesting and usages or distribution of software that covertly gathers information about a user or covertly transmits information about the user, nor activities or behaviour that could result in retaliation against the Webdeal's network or Web site, including engaging in behaviour that results in any server being the target of a denial of service attack (DoS);
- any usage of false, misleading or in any way incorrect TCP-IP packet header in an e-mail or a newsgroup posting;
- any usage of advertisement delivery software that does not notify the user of the nature of the software and does not requires the users affirmative consent before such software starts downloading or installation or does not offers an standard tool that easily can remove the software.

4. Bulk or Commercial E-Mail

You must comply with any applicable regulation related to bulk or commercial e-mail. EU and EEA/ EFTA- member customers must be aware of and comply with the European Directive 2002/58/ CE of 12 July 2002 on privacy and electronic communications. For our Norwegian customers this directive has been implemented by Act No. 83 of 04 July 2003 relating electronic communication (ekomloven). Accordingly the use of e-mail for direct marketing is only allowed to recipients who have given their prior consent. Our customer in the USA must be aware of and comply with the U.S. CAN-SPAM Act of 2003. For any other customers you must comply with the principles of these regulations.

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You are not allowed to send any unsolicited e-mail, either in bulk or individually, to any person who has in any form or way indicated that they do not wish to receive such e-mails.

Under any circumstances you must additionally comply with any requirements of applicable laws and regulations, obtain Webdeal's advance approval for any bulk or commercial e-mail other than for market research purposes.

Webdeal may give you such approval/permission while using Webdeal's Service or network if you promise to never obscure the source of your e-mail in any manner, you promise that your recipients e-mail addresses always will be included in an easy to notice and readable from so your recipient can see what address you are using and agree to and are able to demonstrate to our reasonable satisfaction the following;

- your recipients have given their clear consent to receive e-mail from you via some affirmative means, such as an opt-in procedure;
- you have a system that reasonably solicits and ensures that the consent is in fact given from the rightful owner of the e-mail address;
- you agree to store evidence of such consent as long as you store the e-mail address and are obligated to document such evidence within 48 hrs/ two business days on Webdeal's or your recipients request;
- you will include a link in the body of all your bulk commercial e-mail which allows your recipients to revoke their consent and a link to information or a description in the body of your e-mail message itself - on how to revoke consent;
- you have a e-mail address for complaints – (such as complaints@yourdomain.net);
 - you promise to inform about the recipients right to complain, in the body of the email as well as posting on any websites related or associated with the email;
 - you promise to promptly respond to any messages sent to this e-mail address;
 - his e-mail address shall be registered at www.abuse.net;
- you have a system and procedures that allow;
 - any recipients to revoke his or her consent at any time – such as a link in the body or an opportunity to reply to the e-mail with "Remove" in the subject field;
 - tracking and handling of anonymous complaints and automatic removal of e-mail addresses from your mailing list if you receive three following delivery rejections on the same e-mail address within three weeks;
 - revocation within two business days and confirmation of such revocation to the recipient after receiving revocation of any recipients consents;
- For each domain associated with any mailing you will have a Privacy Policy posted.

These policies apply to any messages that directly or indirectly refer the recipient to a site or an e-mail address hosted via your Webdeal Service. This applies for any messages, also if sent from any other network, sent by you or any other person or program on your behalf using your Webdeal's Service. By using Webdeal's Services you also have agreed to never use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you.

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Webdeal may test and otherwise monitor your compliance with its requirements, including requesting opt-in or other relevant information at any time. If such a test proves any violations of these provisions Webdeal may block the transmission of such e-mails.

5. Other network, Newsgroup and Chat Forums

You must comply with the rules and conventions of any other network you access or participate in, using your Webdeal Services. This includes without limitations any postings to any bulletin boards, chat groups or forums whether you participate or not. You must also honour any networks limitation to or rules for content and commercial postings.

6. Harmful or Offensive Content

- You may not display, publish, or otherwise transmit via Webdeal's Network, Services and or equipment any Content that is;
 - unlawful or could constitute or encourage any criminal offence;
 - discriminatory in any way, including without limitation; of sex, race or religion
 - pornographic or indecent whether unlawful or not;
 - excessively violent or incites violence whether unlawful or not;
 - facilitating any activity that is or may be libellous, defamatory, slanderous, offensive, menacing, indecent, pornographic, obscene, lewd, harassing, hateful, threatening, harmful, inflammatory or abusive;
 - or could in any way be viewed as harmful or offensive to third parties;
 - in breach of any privacy regulation;
 - in any way violating publicity rights or other rights of any party;
 - violating any applicable local, state, national or international law;
 - infringing or disclosing any content that may infringe any trade secrets, patent, copyrights or other intellectual or proprietary right of any party;
 - confidential;
 - intending to assist others breaking technical copyright protections or to breaking any of the above restrictions;
 - involves or contributes to theft, fraud, drug-trafficking, human-trafficking, slavery, arms trafficking, proliferation of weapons of mass destructions, money laundering, illegal gambling or terrorism;
 - is or may be malicious, fraudulent or may result in retaliation against you or us or anyone else by offended viewers.
 - able to create liability for either you or us or anyone else;

7. Interference

You are not allowed to and warrant never to do anything to interfere with our Services or other users of usage of our Service, thus you warrant never to;

- attempt to probe, scan, penetrate or test the vulnerability of Webdeal's system or Network;
- breaking any of our security measures;
- disclose, release, post or transmit any harmful content or computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data, or personal information on Webdeal's network or to our Services, this includes without limitation, viruses, Trojan horses, worms, time bombs, zombies and cancel bots.

8. Copyrighted Material

You represent and warrant that you will not download, copy, or post any Content you do not have the lawful right to distribute and/or reproduce.

You also warrant never impersonating any person or entity. Please note that infringement may result from unauthorised copying, posting, sharing or distributing of without limitation; music, films, videos, eBooks, graphics, pictures, photographs, logos, software, articles and or ringtones. You warrant that you in relation to any copyrighted material always will follow applicable copyright regulations and laws.

In the event of copyright infringement by you, Webdeal may terminate the Service in accordance with the MSA.

9. Other

For any domain hosted on our network, you must follow applicable regulations and have valid and current information on file with your name registrar.

You are prohibited from any actions direct or indirect that could cause or result in any of Webdeal's IP space getting listed on any abuse databases.

10. Consequences of Violation of AUP

You are solely liable and responsible for any transmissions or any Content you disclose or any other use you initiate through Webdeal's Service in breach of this AUP, this also includes use by your own customers and/or any unauthorised use preventable or not.

Webdeal may charge you our standard hourly rate for work on any AUP breach recovery (currently NOK 1750 ex.vat) together with any direct costs or cost of equipment and material needed to;

- investigate and or respond to any violation of this AUP or suspects of such;
- remedy any harm caused to Webdeal, any of our customers or others by the use of your service in violation of this AUP;

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- respond to complaints;
- respond to subpoenas or other third party requests for information in relation to violation of this AUP; and
- have any Webdeal Internet Protocol numbers removed from any abuse database or «blacklists».

No credit will be available under your Webdeal SLA for any interruptions of Service resulting from any AUP violations.

11. Disclaimer

Webdeal are under no duty, and do not by this AUP undertake to and shall therefore never be deemed to have undertaken any duty to monitor or police our customers' activities, therefore we disclaim any responsibility for any misuse of our network.

Inquiries regarding this AUP should be directed to legal@webdealhosting.com