

This Acceptable Use Policy governs your use of any Services provided by Nimbus Hosting, including the use of, and access to, your server(s).

By subscribing to or receiving any Services from Nimbus Hosting, or by using our website, you agree to abide by the terms of this AUP, which will be incorporated into any agreement between you and Nimbus and shall apply to any use you make of our website.

Prohibited Uses – Overview

You may use our Services only for lawful purposes.

You may not use our Services:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 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;
- In any manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- In connection with any defamatory, indecent, obscene, offensive, threatening or abusive conduct or activity;
- 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; or
- In any way that is inconsistent with the terms of your agreement with Nimbus.

Specific Prohibitions

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

- Posting, transmission, re-transmission, or storing material on or through any of Nimbus' Products or Services, if Nimbus 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;
 - Indecent or defamatory.
- Installation or distribution of pirated or other software products that are not appropriately licensed for use.
- Deceptive marketing practices.
- Actions that restrict or inhibit anyone - whether a customer of Nimbus or otherwise - in his or her use or enjoyment of Nimbus' Products and 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.
- Introduction of malicious programs into the Nimbus network or servers or other Products and Services of Nimbus (e.g., viruses, Trojan horses and worms).
- 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).

- Executing any form of network monitoring that will intercept data not intended for you.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
- Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session
- 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.
- 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).
- Harassment (e.g., through language, frequency, or size of e-mail messages).
- Unauthorised use or forging of mail header information.
- 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.
- Creating or forwarding chain letters or other pyramid schemes of any kind.
- 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.
- Use of IRC servers or bots connected to public IRC networks or servers.

Enforcement

Nimbus will determine, in its discretion, whether there has been a breach of this AUP by you. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this AUP constitutes a breach of the Terms of Services upon which you are permitted to use the Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you.
- Issue of a warning to you.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

Changes to this Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Amendments shall automatically come into effect 30 days after being posted on the Website unless you notify us that you do not agree to any of the proposed amendments. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on our Website.

Waiver and Severance

Any failure or delay in exercising or enforcing this policy shall not constitute a waiver of this policy or of any other right or remedy.