



User policies for Email, Internet Access and Webpages

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Mail Acceptable Use Policy

Exchanging email with other Internet users is generally a matter of common sense and courtesy to others. The vast majority of HBT Communications ADSL customers will be able to use their own sense of what is appropriate to guide their behaviour when sending email and will have no problem in conforming to these User Policies.

Regrettably, from time to time, some email is sent or actions taken which are considered to be unacceptable by the Internet community. This is usually described by the generic term of "ABUSE".

Much of what is deemed to be the proper use or the abuse of the email systems cannot be found codified into a single set of documents, but is based on contracts and understandings that have arisen between the administrators and owners of those computers and networks which exchange email. This User Policy and its day to day application is based on consideration of both the formal and informal practices of this community where HBT Communications is but one participant amongst many.

It is not always obvious whether abuse is innocent, inadvertent, or intentional. However, certain activities will result in action being taken by HBT Communications as described below.

It is most important that when abuse occurs HBT Communications takes appropriate action. If abuse was to continue unchecked HBT Communications could lose the confidence of the Internet community and their customers, which could significantly affect the ability of freely sending and receiving email.

HBT Communications provides email services as part of the package of Internet access services. HBT Communications reserves the right to change this User Policy for email services at its sole discretion and without prior notice. Any decision made by HBT Communications in relation to this service will be final on all matters.

HBT Communications will enforce appropriate sanctions against any of its customers who are responsible for any "abuse". Such sanctions may include, but are not limited to, a formal warning, suspension of email access through HBT Communications's machines, suspension of access to the Internet through HBT Communications, or termination of the customer's account(s).

If a suspension of access is imposed, then this may be lifted, at HBT Communications's discretion, upon receipt of a formal written undertaking not to commit any future "abuse". All cases are, however, considered individually upon their merits.

Internet Access Acceptable Use Policy

For the complex network of networks which we call 'the Internet' to function correctly it is essential that all of those who connect to it do so in accordance with generally accepted standards.

Most customers of HBT Communications will be using commercial software which implements the technical aspects of connection for them, but there are some configuration issues, and some matters of simple politeness and common sense which everyone must take note of.

HBT Communications's relationship with other networks, and ultimately its connectivity to the rest of the Internet depends largely upon proper behaviour by its customers.

HBT Communications cannot tolerate any behaviour by customers which negatively impacts upon its own equipment or network, or upon the use by other customers of the Internet, or which damages HBT Communications's standing in the wider community.

HBT Communications will therefore enforce appropriate sanctions against any of its customers who are responsible for serious abuse of the Internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the customer's services, suspension of all Internet access through HBT Communications or termination of the customer's account(s).

For the guidance of customers on what HBT Communications considers to be unacceptable, some general issues are addressed below. There are other User Policies which cover specific services offered by HBT Communications.

Please note that HBT Communications is not responsible for the content of external sites which are referenced by this User Policy.

1) You must not use your Internet connection for any illegal purpose.

You should be aware that some material is illegal to possess or transmit. You should also note that unauthorised access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.

2) Your traffic over the Internet may traverse other networks, or use other services, which are not owned or operated by HBT Communications. You must abide by the User Policies and other terms and conditions imposed by the operators of those networks and services.

3) Whilst connected to the Internet your system must conform to all relevant IETF standards. The IETF (Internet Engineering Task Force) standards are a subset of the RFC (Request for Comments) collection.

4) You must not send packets onto the Internet which have forged addresses or which are deliberately constructed so as to adversely affect remote machines.

5) Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes but is not limited to ensuring that your network cannot be exploited as a "smurf amplifier". Note that traffic from simple dialup accounts is already filtered by HBT Communications to prevent this.

6) You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.

7) You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to both material which originates on your system and also third party material which passes through it.

8) You must not run an "open mail relay", a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate "received" line.

Users of "WinGate" should take special note that this software is capable of providing a wide range of relaying services. Default configurations can cause a problem, so that special care must be taken to configure it to prevent unauthorised use. For more information contact:

support@hbtcommunications.com

As an exception to the ban on relaying, you may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorised or excessive use. However, you may not relay traffic from such an anonymous system via HBT Communications's servers, ie: you can only pass email from such a system to HBT Communications where this is the correct destination for final delivery.

9) All customers are required to accept email addressed to "postmaster" at their address

(ie: postmaster@yourdomain.co.uk/.com for the hostname "sample").

Customers will be deemed to have read any and all such email. HBT Communications may take action on the basis of this assumption.

10) HBT Communications, at its discretion, may run manual or automatic systems to determine compliance with this User Policy (eg scanning for open mail relays or smurf amplifiers). Customers are deemed to have granted permission for this limited intrusion onto their networks or machines.

11) HBT Communications provides access to the Internet as part of a package of services.

HBT Communications reserves the right to change this User Policy for Internet Access at its sole discretion and without prior notice.

12) Any decision HBT Communications makes in relation to its services will be final on all matters.

Webpages Acceptable Use Policy

1. You may use up to a maximum of 20Mb of space (unless additional space is purchased).
2. Commercial use of your Webpages space is permitted. This is an explicit exemption to the general Conditions of Use referring to selling on or sharing use of the service.
3. Your passwords are your responsibility and must not be disclosed to any third party.
4. You must maintain an index page called "index.htm" or "index.html" in the root directory of your Homepages space.
5. You must accept mail to webmaster@yourdomain.co.uk as a precondition of using the Webpages service.
6. No user defined CGIs are permitted.
7. Support is only available for uploading, downloading and viewing pages. No support will be given for HTML authoring or page design. For more information on Webdesign email us at:
design@hbtdcommunications.com
8. No logs or any detail of who visited your site will be made available.
9. You will be responsible for retaining copies of your own data. HBT Communications will not keep backups of your pages. You may, however, download your own pages by FTP (using your account host name and password) for backup.
10. HBT Communications accepts no responsibility for loss of data, information in any form or other matters whatsoever which result from the use of this service.
11. HBT Communications accept no responsibility for hit counts being reset or incorrect.
12. You will be responsible for the content of your Webpages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate English law.
13. You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your Webpages.
14. You must ensure that any of your Webpages do not contain any material liable to offend.
A clearly readable warning page must be displayed before any adult material is displayed.

15. Your Webpages may not be used to distribute or advertise any of the following:

- Software for sending SPAM (bulk emails, excessive news postings, etc.).
- Lists of email addresses except where all the addressees have given their explicit permission.
- Any collection of personal data other than in accordance with the Data Protection Act and the Data Protection Principles.

16. You may not advertise your Webpages, or cause another person to advertise it, by techniques that would be classified as abuse if they were carried out from a HBT Communications account. This includes, but is not limited to, bulk emailing and excessive news posting. Such action may be treated under the appropriate User Policy as if it had been done from the Account, or as a violation of this User Policy or both.

17. HBT Communications shall not be held liable for any loss however occasioned as a result of the suspension, removal or unavailability of a customer's Webpages or material stored within it.

18. If your account is barred for any reason (e.g. non-payment) access to your Webpages may be suspended.

19. When you close your account, your Webpages will be deleted.

20. The limit on space is imposed by the process that accepts uploads. If you attempt to upload a file that exceeds your available free space the upload will normally fail. Should this check not operate for any reason, HBT Communications reserve the right to request that you immediately remove enough files to bring you below the limit.

21. HBT Communications reserve the right to remove any material from the Webpages at their sole discretion, without prior notice and without explanation.

22. HBT Communications reserve the right to suspend any or all of the Webpages at any time, without prior notice and without explanation.

23. HBT Communications will require sites that they consider to show excessive use to be modified or be moved to a different server.

24. HBT Communications reserve the right to make a charge for any assessment of suspended sites.

25. HBT Communications reserve the right to vary the definition of 'excessive use' at their sole discretion at any time without prior notice.

26. By uploading to the Webpages host, you will be deemed to have agreed to and accepted the terms and conditions of use of the Webpages service.

27. You must not refer to your pages by any means other than the proper address ie: www.yourdomain.co.uk. You must not reference or cause your Webpages to be referenced by IP address (e.g. [194.222.255.254]). Requests made to your Homepages using IP addresses or alternative names may not work.

28. The IP address that may be allocated to your Webpages may be changed or withdrawn at any time without notice. It is intended to withdraw all IP addresses associated with Webpages as soon as practical.

29. HBT Communications reserve the right to vary the Conditions of Use and acceptable use policy for the Webpages at their sole discretion at any time and without prior notice.

30. Any decision made by HBT Communications in relation to this service shall be final.