

Acceptable Use Policy

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FOUR BUSINESS SOLUTIONS



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www.four.co.uk



Acceptable Use Policy and Online Rules of Conduct

As a provider of Internet access, web site hosting, and other Internet-related services, Four Business Solutions ("The Company") offers its customers (also may be known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Company respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Company reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Company has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilising Company's services. This AUP will be revised from time to time. A customer's use of Company's services after changes to the AUP are posted on Company's web site, www.cobblestonesystems.com // www.four.co.uk, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Customers obtain information through the Internet, they must keep in mind that the Company cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that the Customer may acquire. For this reason, the Customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because the Company cannot monitor or censor the Internet, and will not attempt to do so, the Company cannot accept any responsibility for injury to its Customer that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When the Customer disseminate information through the Internet, they also must keep in mind that the Company does not review, edit, censor, or take responsibility for any information its Customer may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over the Company's network and may reach a large number of people, Customer postings to the Internet may affect other Customers and may harm the Company's goodwill, business reputation, and operations. For these reasons, the Customer violate the Company policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward the Company, but also because it can overload the Company's network and disrupt service to the Customer. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, the Company has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.



Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. The Company is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also the Company's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using the Company's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. The Company is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through the Company's network.

Defamatory or Abusive Language -- Using the Company's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorised Access to Other Computers or Networks -- Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- Company reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.



Other Activities -- Engaging in activities, whether lawful or unlawful, that the Company determines to be harmful to its Customer, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. The Company will not, as an ordinary practice, monitor the communications of its Customer to ensure that they comply with the Company policy or applicable law. When the Company becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

The Company also is aware that many of its customers are, themselves, providers of Internet services, and that information reaching the Company's facilities from those customers may have originated from a customer of the subscriber or from another third-party. The Company does not require its Customer who offer Internet services to monitor or censor transmissions or web sites created by customers of its Customer. The Company has the right to directly take action against a customer of a subscriber. Also, the Company may take action against the Company subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, the Company anticipates that Customers who offer Internet services will cooperate with the Company in any corrective or preventive action that the Company deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Company policy.

The Company also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, the Company urges its Customer to assume that all of their on-line communications are insecure. Company cannot take any responsibility for the security of information transmitted over the Company's facilities.

The Company will not intentionally monitor private electronic mail messages sent or received by its Customer unless required to do so by law, governmental authority, or when public safety is at stake. The Company may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, the Company may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. The Company assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. The Company may disclose subscriber information or information transmitted over its network where necessary to protect the Company and others from harm, or where such disclosure is necessary to the proper operation of the system.

The Company expects that its Customer who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. Customer's failure to





comply with those laws will violate the Company policy. Finally, the Company wishes to emphasise that in signing the service agreement, the Customer indemnify the Company for any violation of the service agreement, law, or the Company policy that results in loss to the Company or the bringing of any claim against Company by any third-party. This means that if the Company is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against the Company, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including the Company and its Customer, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to info@four.co.uk