

Acceptable Use Policy

Industry Leading Customer Support On Site Security

This Acceptable Use Policy (AUP) denotes tasks that are not allowed on any of IRACK LTD Groups network platforms. This AUP is included by reference in your Agreement with IRACK LTD.

Global Acceptable Use Policy

Acceptable Use Policy

This Acceptable Use Policy (AUP) explains tasks that are not allowed on the IRACK LTD Group network platform. The AUP is incorporated by reference in your Agreement with IRACK LTD .

The terms used in this AUP and not otherwise defined herein shall have the meaning given in the Agreement.

Enquiries can be sent directly to abuse@iRacknet.co.uk.

Abuse

IRACK LTD are not responsible for any of the following abusive behaviour issues, conducted by you or any person or entity acting on your behalf;

- Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data protection and privacy laws and laws relating to unsolicited commercial electronic messages
- Use of an Internet account or computer without the owner's authorization
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network
- Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Services
- Collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting)
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting
- Distributing software that covertly gathers or transmits information about a user
- Distributing advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool)

- Any conduct that is likely to result in retaliation against the IRACK LTD Groups or website, or IRACK LTD employees, officers or other agents, including engaging in behaviour that results in any server being the target of a denial of service attack (DoS)
- Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses
- Interference with service to any user of the IRACK LTD or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks
- Any action which directly or indirectly results in any of our IP space being listed on any abuse database (i.e. Spamhaus)
- Conducting any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed or
- Any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to IRACK LTD.

Live Events

You cannot use our services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP.

No High Risk Use

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

Mail Requirements

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

- You must have a Privacy Policy posted for each domain associated with the mailing
- You must not Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes
- Is defamatory or violates a person's privacy
- Is otherwise malicious, fraudulent, morally repugnant.

Vulnerability Testing

You may not try to conduct or test the hazard security of our systems or networks, including breaching or attempting to breach our security or authentication measures; by either passive or intrusive techniques.

Newsgroup, Chat Forums, Other Networks

You must adhere to the rules and regulation for putting any dashboard, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings.

You must comply with the rules of any other network you access or participate in using your IRACK LTD Services.

Export Control

The Services may not be used in violation of export laws, controls, regulations or sanction policies of the United States or your applicable jurisdiction. The Services may not be used by persons, organizations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which is involved with or suspected of involvement in activities or causes relating to: illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

Intellectual Property and Other Proprietary Rights

You may not use our Services in a manner that violating the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- You may not use the Services to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless you have permission from the owner of the work to use or copy the work in that manner, or you are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner
- You may not use the Services to publish content intended to assist others in defeating technical copyright protections and
- You may not display another person's trademark without permission.

Cooperation with Investigations and Legal Proceedings

If we are legally required to permit any relevant authority to inspect your content or traffic, you agree we can do so; provided however that, where possible (without breaching any legal or regulatory requirement), we will give you reasonable prior notice of such requirement.

We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable law, and provide any information we have about you, or your users or your traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Excessive Use of Shared System Resources

You may not use any shared system provided by IRACK LTD in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Third Party Conduct

You are responsible for violations of this AUP by anyone using your Services with your permission or on an unauthorized basis as a result of your failure to use reasonable security precautions. Your use of the Services to assist another person in an activity that would violate this AUP if performed by you is a violation of the AUP.

You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate your Service applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus.

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