

Terms & Conditions

1. About Us

- 1.1 Technaut IT Consultants Ltd is a company duly registered in the Isle of Man (Company Registration Number: 105222c) and carrying on business at Minerva House, Ballafletcher Road, Douglas, Isle of Man British Isles IM4 4QJ ("**Technaut**").
- 1.2 When signing up to any of our services, you signifying your agreement to comply with the terms of use described on these pages. By paying you are agreeing to abide by these terms of use.

2. Definitions

- 2.1 In this Agreement, the following expressions have the following meanings:

"**Package**" means any of the various services or combination thereof to be provided by Technaut at the prices published online at: www.technaut.co.uk

"**AUP**" means the current Acceptable Usage Policy as notified to the Customer as part of the Contract and published on Technaut's website.

"**Customer**" means a Company who is using these services provided by Technaut.

"**DPR**" means Technaut's entry in the Register of Data Controllers as required by the Data Protection Act 1986 (the '**Act**') in respect of holding personal data which the Customer has provided or will provide to Technaut, such data including any sensitive, personal data as defined in the Act.

"**Force Majeure**" means any event beyond the reasonable control of a Party, including but not limited to lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that Party's employees), or acts of local or central Government or other competent authorities. For the avoidance of doubt, any incidents linked to the failure of any IT equipment, software or services, including but not limited to Internet availability, other than services provided by Technaut in respect of the Package that prevents Technaut from providing the Package shall be deemed an event of Force Majeure;

"**Intellectual Property Rights**" means all copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other similar proprietary rights as any exist anywhere in the world;

"**Parties**" means the **Customer** and **Technaut**, and "**Party**" means either of them;

- 2.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a clause is a reference to a clause of this Agreement;
- (b) a reference to any legislation is a reference to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it;
- (c) a reference to a person includes an individual, a firm, a body corporate, an unincorporated association or an authority and that person's executors, administrators, successors, substitutes (including but not limited to persons taking by notation) and assigns; and

(d) references to the single include the plural and vice versa and a reference to one gender includes all genders as the context admits or requires.

3. Prices

- 3.1 Technaut shall be entitled to increase or decrease the prices charged for the Package from time to time by giving reasonable notice to the Customer. Such notice shall not be less than 30 days in advance of such changes.
- 3.2 The Customer shall be responsible for paying all applicable taxes which may become due with regard to the Package, except for taxes on Technaut's income, irrespective of which party may be responsible for reporting or collecting such taxes.
- 3.3 Monthly packages are scalable and subject to monthly usage. Technaut are not responsible for monitoring this and the customer must give 14 days of notice prior to any changes. Technaut will then reflect the change of usage and therefore the price in the customers next due invoice for their monthly package. The customer will be notified of the price change when Technaut are notified of any changes.

4. Order Acceptance

- 4.1 An order for a Package is subject to acceptance by Technaut. An order will be deemed accepted by Technaut when confirmation of the order is sent to the Customer by e-Mail. Technaut may refuse to accept any order, or delay such acceptance, pending fulfilment of conditions Technaut may choose to impose.
- 4.2 The Customer represents and warrants that it has the requisite power and authority to enter into this Agreement.

5. Payment

- 5.1 Payment shall be made into the account designated by Technaut. Payments are due upon presentation of a Technaut invoice unless otherwise agreed.
- 5.2 If a Customer's payment is declined or not received in full by Technaut within 14 days of the due date of the invoice the Customer will be deemed to be in default. .
- 5.3 In situations where the payment method on file is declined, the Customer will be deemed to be in default and Technaut will immediately suspend the facility to purchase a Package on-line until the outstanding charge is processed successfully. Such interruption does not relieve the Customer from the obligation to pay the monthly charge. In addition, Technaut reserves the right to suspend all services provided to the Customer until the outstanding debt is cleared. The Customer is responsible for all money owed to Technaut from the acceptance of the first Package ordered by the Customer to the time that the Customer completes the cancellation request process.
- 5.4 In the event of the Customer being deemed to be in default and from the date of that default, all sums due and owing shall bear interest from day to day at the annual rate of 10% and the Customer agrees to pay Technaut's reasonable expenses including legal and collection agency fees incurred in enforcing its rights under this Agreement.

- 5.5 Monthly fees and charges for Packages with extra metered services are automatically billed to the Customer's account on the date of the month subscription started. The Customer is responsible for monitoring his own transfer, bandwidth utilisation, and other metered services.

All annual Packages will be automatically renewed on the due date using the Customers credit card details on file. In order to prevent service interruption the Customer must keep a valid credit card on file with Technaut which is to be kept updated by the Customer at: <https://control.inthecloud.im> or pay by BACS quarterly in advance by the due date.

- 5.6 All files, information and mail under the account will be preserved for 30 days from the date the payment is due. If the payment is not received after 30 days, all files, information and mail under the account will be preserved on off-line media which will be delivered to the customer and then deleted from the on-line system once their account has been settled in full. If the Customer wishes to use the Package again, the Customer must re-apply as a new Customer. For this, an activation fee will be required.

6. 30-Day Money Back

- 6.1 Technaut offers a 30-day money back guarantee for all shared Web Hosting Packages to new customers. This entitles the Customer to enjoy a risk free trial of Technaut's shared Web Hosting Packages to test quality, performance and speed. If the Customer is not completely satisfied with Technaut's services within the first 30 days of the initial activation date, the Customer will be given a full refund of the contract amount.

- 6.2 The following services do not qualify for 30 day money back guarantee:
- Domain names and additions;
 - Domain Parking services;
 - Domain Registration and Dedicated Services;
 - account renewals for any account suspended for violating our Terms of Use.

- 6.3 In order to cancel a service, the Customer must follow the tutorial found at: <https://control.inthecloud.im>

7. Abuse and Content

- 7.1 Customers are responsible for all scripts, data and other objects on their accounts. Abusive scripts are scripts which interfere with Technaut's systems and/or the accounts of other customers, cause harm to any other computer system or user, or engage in any type of fraudulent activity. Any account found to be the source of abusive scripts will be immediately suspended and investigated, and subject to action as detailed under Illegal Content. Technaut will always notify the Customer as soon as possible and fully co-operate with the authorities. Technaut have a zero-tolerance policy against spam and the sending of bulk, unsolicited e-Mail is prohibited at all times.

- 7.2 Any content deemed illegal by Manx law or the law of the Customer's country of residence is strictly forbidden and any services provided to the offending Customer

will be immediately suspended or terminated at Technaut's discretion. Technaut will fully co-operate with the authorities regarding any breach of the law.

- 7.3 Any Customer found to have been abusive, to possess or use illegal content via the services provided by Technaut or otherwise break Technaut's terms of service will be in default and Technaut will immediately terminate all Packages provided to that Customer with no refund.
- 7.4 Technaut shall quarantine or delete any data stored by the Customer if the data is infected with a virus or is otherwise corrupted and has the potential to infect or corrupt Technaut's services, systems or networks or any third party systems or networks.
- 7.5 The Customer agrees to be bound by the AUP. Technaut, at its discretion and to protect other users of Packages, may suspend or terminate all Packages provided to the Customer for violation of the AUP with or without reasonable notice.

8. Duties and Guarantees of Technaut

- 8.1 Technaut will acquire, on request, an Internet Domain Name (only from Key-systems Internet Solutions or Nominet) on behalf of the Customer.
- 8.2 By making such a request the Customer hereby waives, prior to acquisition of said domain name, any and all claims which it may have against Technaut for any loss, damage, claim or expense arising out of, or in relation to, the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of services by Technaut for any reason and indemnifies Technaut against all costs claims damages or other losses that may arise as a result of the Technaut acquiring said Domain Name.
- 8.3 Any costs of Technaut in obtaining, maintaining or transferring a domain name for the Customer or its customers shall be immediately reimbursed to Technaut upon invoice from Technaut to the Customer.
- 8.4 To ensure the Customer's Domain Names are not lost, Technaut operate an automatic renewal system on all Domain Names it has registered. The Customer's Domain Name will automatically renew for the term it was registered for unless the Customer opts out of this service through its control panel. This is non-refundable and it is the Customer's responsibility to ensure valid contact and payment details are on its account at all times. Failure to maintain such details will lead to the Customer being in default of this agreement, suspension of services provided under any and all Packages provided to the Customer and all fees to become due and owing in accordance with clause 5.4 of this Agreement.
- 8.5 Technaut's domain renewal process is automated, however, it is the Customer's responsibility to ensure that the renewal has been successful within one month of the renewal date. For .uk domains this can be done by using Nominet's WHOIS search

(<http://www.nominet.org.uk/>), and for all other domains we recommend using the Domain Tools website domain lookup facility (<http://whois.domaintools.com/>).

- 8.6 Upon request, Technaut will undertake to enter into a separate Service Level Agreement (“SLA”) in respect of a Customer who orders dedicated servers which will supersede this agreement in respect of the services contracted for under the SLA.

9. Limitation of Technaut's Obligations and Liability

- 9.1 The Package is provided on an “as is” and “as available” basis. Technaut expressly excludes all warranties of any kind in relation to the Package, including but not limited to warranties of title, fitness for a particular purpose, satisfactory quality and non-infringement of proprietary or third party rights.
- 9.2 Technaut does not warrant or guarantee that the Package will meet the requirements of the Customer.
- 9.3 Technaut shall not be liable for any failure to perform its obligations under this Agreement as a consequence of an event of Force Majeure.
- 9.4 Technaut shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or otherwise in connection with this Agreement or the performance or observance of its obligations under this Agreement for any loss or damage of a consequential or indirect character or for any loss of goodwill, profit, business, abortive expenditure, anticipated savings or loss of business opportunity whether foreseeable or not.
- 9.5 Technaut’s maximum aggregate liability in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall be limited to the total amount of payments received from the Customer by Technaut in the six (6) month period prior to the date of the complaint being made.
- 9.6 Nothing in this Clause 9 serves to limit or exclude either Party's liability for death or personal injury arising from its own negligence.
- 9.7 Where the Customer has sensitive or mission-critical data to host, it is for the Customer to obtain their own insurance and independent legal advice. Technaut provides backups as a convenience service and these backups are neither guaranteed nor intended to replace the Customer’s own backup procedures. It is the Customer’s sole responsibility to ensure that they have a backup of all their important data.

10. Intellectual Property

Technaut owns all Intellectual Property Rights in Technaut's trade secrets and know-how relating to the design, function, or operation of Packages and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist.

11. Confidentiality

- 11.1 The Customer acknowledges that by reason of its relationship with Technaut hereunder, it may have access to certain information and materials relating to

Technaut's business, packages, customers, software technology and marketing strategies that is confidential and of substantial value to Technaut, which value would be impaired if such information were disclosed to third parties.

- 11.2 By purchasing a Package, the Customer agrees to the terms of Technaut's mutual Non-Disclosure Agreement found at: www.technaut.co.uk

12. Relationship of the Parties

The relationship between Technaut and the Customer is that of vendor and vendee. This agreement is a commercial agreement between businesses, not a consumer agreement. The Customer has no authority, apparent or otherwise, to contract for or on behalf of Technaut or in any other way legally bind Technaut in any fashion, nor shall the Customer be authorised to make any representations about Technaut or its services other than to set forth Technaut's responsibilities as outlined in this agreement.

13. Deletion of Data

The Customer agrees that Technaut has the right to delete all data files or other information that is stored in Customer's account, after transferring such data files or other information to an offline storage medium, if Customer's account with the Company is terminated for any reason by either Technaut or Customer. Such storage and its contents will be made available to the Customer or assignees at a reasonable cost and within a reasonable timescale.

14. Arbitration, Jurisdictional Matters

- 14.1 The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of co-operation without formal proceedings. Any dispute which cannot be resolved (other than the collection of money due on unpaid invoices) upon written demand of either party shall be referred to an arbitrator and the arbitration shall be conducted in accordance with the Arbitration Act 1976 or any statutory modification thereof for the time being in force.
- 14.2 The Arbitrator will be appointed either by agreement between the parties or in default of agreement within 14 days of one party giving notice to the other of the nomination of an arbitrator by the President for the time being of the Isle of Man Law Society.
- 14.3 This Agreement takes effect when accepted by Technaut. It is to be governed by and construed under the laws of the Isle of Man. The courts of the Isle of Man shall have exclusive jurisdiction to adjudicate any non-arbitral dispute arising out of this agreement.

15. Term & Termination

- 15.1 This agreement shall automatically be renewed on this basis unless terminated in one of the following ways:
- (a) By notifying Technaut by the account cancellation menu option in the control panel 30 days prior to the termination date that this agreement will not be renewed for annual packages and 90 days prior to the termination date for monthly packages.

- (b) By Technaut, upon thirty days' written notice, if the Customer breaches any material and substantial provision of this agreement and has not cured such breach by the end of the thirty days.
 - (c) By Technaut, immediately upon giving written notice to the Customer, in the event that any bank draft or cheque delivered by the Customer to Technaut in payment for Packages is returned unpaid and the Customer fails to remedy such non-payment within fourteen business days or the Customer becomes more than thirty days in arrears in payment of its account with Technaut or there are instituted bankruptcy or insolvency proceedings against the Customer, which are not vacated within sixty (60) days from the date of filing;
 - (d) By Technaut immediately, if the Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency or the Customer makes an assignment of all or part of its assets for the benefit of creditors.
 - (e) By Technaut immediately, if the Customer attempts to assign all or any part of this agreement without Technaut's prior written approval or the Customer fails to cause Technaut to be informed in writing immediately on the happening of any event specified in this section;
 - (f) By the Customer, immediately upon giving written notice to Technaut, if there are instituted bankruptcy or insolvency proceedings against Technaut, which are not vacated within sixty (60) days from the date of filing or Technaut institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency or Technaut makes an assignment of all or part of its assets for the benefit of creditors; or Technaut fails to cause the Customer to be informed in writing immediately on the happening of any event specified in this section.
- 15.2 Technaut reserves the right to cancel the service at any time. In this event customers will be entitled to a *pro rata* refund based upon the remaining subscription period.
- 15.3 The Customer agrees that Technaut has the right to delete all data files or other information that is stored in Customer's account, after transferring such data files or other information to an offline storage medium, if Customer's account with the Company is terminated for any reason by either Technaut or Customer. Such storage and its contents will be made available to the Customer or assignees at a reasonable cost and within a reasonable timescale.

16. Non-assignability

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Technaut, which consent shall not be unreasonably refused.

17. Severability

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

18. Notices

All notices must be sent by e-Mail from the most recently provided address and will be effective upon transmission. Proof of successful transmission shall be retained.

19. Entire Agreement Modifications

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Technaut may make changes to this agreement upon thirty (30) days' written notice to Customer, advising of the change and the effective date thereof. Use of Technaut services by Customer and/or its Customers following the effective date of such change shall constitute acceptance by Customer of such change(s). Otherwise, this agreement may not be modified except by the written consent of both parties.

20. Data Protection

To the extent that the Customer is a data subject when registering their details in terms of this agreement the Customer gives its explicit consent to Technaut holding personal data in accordance with its DPR.

Service Level Agreement

This service level agreement (“SLA”) between Technaut IT Consultants Ltd (“**Technaut**”) and the user (“**Customer**”) of Technaut IT Consultants Ltd’s “In The Cloud” services (“ITC Services”) sets forth the service level terms and conditions and is an integral part of the contract. This SLA defines the terms of the Customer’s responsibility with respect to the services that Technaut provides and Customer’s remedies in the event that Technaut’s service fails to meet these service commitments. This SLA and the SLA Credits set forth herein represent Technaut’s sole obligation and the Customer’s sole remedy for failure to meet such service commitments. This SLA does not apply to the availability of third party services (TPS) which are subject to the TPS Agreements. The SLA is binding only on the Customer and Technaut’s service and does apply to any third parties, including Customer end users.

1. **Definitions.** The following are definitions of capitalized words used in this Agreement:
 - a. **“Agreement”** The Customer’s use of and access to Services is governed by the Terms and Conditions (“**T&Cs**”), Service Level Agreement, Non-Disclosure Agreement, Acceptable Use Policy, any other documents referenced herein (collectively, the “**Contract**”).
 - b. **“Business Hours”** means 8:30 a.m. to 5:30 p.m., Monday to Friday, and, notwithstanding the foregoing, does not include times during service maintenance.
 - c. **“Service Maintenance”** means Technaut’s maintaining of the service including software. Service maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.
 - d. **“Managed System”** is a system that is associated with one of Technaut’s management services.
 - e. **“Self-Managed”** is a system that is not associated with one of Technaut’s management services.
2. **Data Retention.** Technaut will perform data backups of all files on a managed system daily and will retain those backups for a minimum of seven (7) days. If a Customer is using one of Technaut’s self-managed systems, the Customer will be solely responsible for their own backups unless the Customer is subscribed to one of Technaut’s managed backup services.
3. **Service Availability.**
 - a. **Service Availability - General.** The aim of Technaut is to provide service availability twenty-four hours per day, seven (7) days per week (referred to as “24x7 availability”) EXCEPT during times of Service Maintenance as set out under **Server Maintenance**. However, the parties recognize that 24x7 Availability is an aim, and Technaut cannot represent or guarantee that such an aim can always be achieved. As per our In The Cloud Support Policy (shown below), response time targets cover production clouds.
 - b. **Service Availability Level Targets.** Technaut shall use reasonable efforts to achieve the target Service Availability Target of 99.99% network uptime except during scheduled Service Maintenance (“**Service Commitment**”). Notwithstanding the foregoing, the Customer recognizes that the Internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of Technaut. . Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of Technaut can and will occur and such instances shall not be considered any failure of the 99.99% network uptime. Whilst the Customer is free to monitor network uptime on their

systems and other monitoring services, Technaut proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime. (shown below), response time targets cover production clouds.

- c. **Response Time to Error.** Technaut has internal notification tools for Cloud service problems. Additionally, the Customer may report problems to Technaut’s support team. Once notified Technaut’s Support team will respond as per the In The Cloud Support Policy (show below). **Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.**
- d. **Service Maintenance.**
 - i. The parties agree that Technaut shall provide service maintenance, which may cause errors as defined by the In The Cloud Support Policy (show below). Technaut shall use commercially reasonable efforts to limit service maintenance, which causes Severity Level 1 Errors to two (2) hours per month. Technaut shall notify named Customer contacts by email prior to performing any service maintenance which Technaut predicts will cause a severity 1 Error outside of standard service maintenance times.
 - ii. The service availability targets exclude any time Customer requests a Cloud be taken down for scheduled updates.
 - iii. Technaut shall attempt to schedule Service Maintenance during the times as specified in table below – Service Maintenance Times. However, the parties agree that it may be necessary for Technaut to perform Service Maintenance during times other than those specified and Technaut reserves the right to perform Service Maintenance during times other than those specified below..

iv. Service Maintenance Times

Service Maintenance Times (Day)	Service Maintenance Times (Hours)
Monday to Friday	2am to 6am
Saturday	12pm to 12 am
Sunday	12pm to 12 am

- v. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** Technaut does not and cannot control the flow of data to or from Technaut’s network and other portions of the internet. Such flow depends in large part on the performance of internet service provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the Customer’s connection to the internet (or portions thereof). Although Technaut will use commercially reasonable efforts to take actions it deems appropriate

to remedy and avoid such events, Technaut cannot guarantee that such events will not occur. Accordingly, Technaut disclaims any and all liability resulting from or relating to such events

- vi. **Limitations.** Technaut cannot assume responsibility and shall not be liable for any impacts on Service Availability due to (i) any requests for non-standard environment or Customer machine access; (ii) any downtime caused by Customer produced code; or (iii) any changes to the Service by parties other than Technaut. Technaut will make reasonable efforts to ensure that service changes do not affect Customers.
- vii. Technaut reserves the right to change this SLA at any time, and without notice.

4. Financial Penalties for SLA Violations

- a. In the event that Technaut fails to meet the guarantee stated above (excluding Service Maintenance during the windows and downtime caused by reasons described in Sections 3), Technaut will refund 10% of the Customer monthly service fees if Technaut's services falls below 95% uptime ("SLA Credits").
- b. All SLA claims should be communicated via email to Customer support within seven (7) days of the incident. The notice must include all relevant information, including Cloud name, IP address, full description of the incident, and any logs (if applicable). All SLA credits will be issued as credits against future invoices for services.
- c. In order to qualify for Service Credits, the Customer must be current on all payment obligations, and not be in violation of the Terms and Conditions, Acceptable Use Policy or any other policies and procedures of this Agreement.
- d. No Service Credits will be given for service interruptions: (i) caused by the action or failure to act by the Customer, (ii) due to failure of any equipment or software provided by the Customer, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event, (v) for which the Customer is entitled to a SLA Credit for the same or contemporaneous Service Commitment failure or (vi) resulting from the Customer's breach of the Terms of Service, Acceptable Use Policy or any other policies and procedures of this Agreement.

5. In The Cloud Support Policy

Primary incident-reporting is done via our Customer Ticketing System. Through this system you have access to all tickets on your account, both open and completed, both current information and historical. We prioritise tickets by severity, so for example issues where a site is completely unavailable will be processed before tickets where a site is slow, and those before general questions about our service or general advice covering the software offered by Technaut. . Shown below is a guide to Technaut IT Consultant Ltd's In The Cloud Severity Levels:

Severity Levels	Explanation	Ticket Response Targets
Level 1 - Emergency	Production Cloud down, business operations severely impacted with no workaround; or a security issue.	Within 1 hour during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours. Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.
Level 2 - High	Production Cloud is operational but significant disruption of business operations; no stable workaround.	Within 2-hours during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours. Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.
Level 3 - Medium	Issues causing moderate to low business disruption with a Production or Development Cloud or any issue for which there is a stable workaround available.	Within 4-hours during our Business Hours, and except as otherwise provided herein, we guarantee response within 8 business hours. Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.
Level 4 - Low	Production or Development Cloud is operational there is no significant disruption of business operations; issues with little time sensitivity such as general questions	Within 8-hours during our Business Hours, and except as otherwise provided herein, we guarantee response within 12 business hours. Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.

Internally, our support team consists of tiers, in which some groups respond more swiftly and handle more common questions and problems, and other groups handle issues which take more time or effort or expertise to solve. We also have a developer operations group which have daily responsibilities outside of support, but are "on call" to assist in especially difficult cases or simply to handle overload from support. These groups, the processes we use therein, the people therein, etc., change over time as we grow and as we learn how to better serve our Customers, and therefore they are not documented here.

Acceptable Usage Policy

This Acceptable Usage Policy (AUP) is incorporated by reference to the Terms and Conditions of your Contract with Technaut IT Consultants Ltd (Technaut)

Technaut may suspend or terminate the services it provides to you (“**Technaut Service**”) for violation of this AUP.

Enquiries regarding this policy should be directed to: mail@technaut.co.uk[PC1]

1. Abuse

You may not use Technaut’s network or services to engage in, foster or promote illegal, abusive, or irresponsible behaviour including:

- a. Use of an internet account or computer without the owner’s authorisation
- b. Unauthorised 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 the express authorisation of the owner of the network or system
- c. Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering and harvesting)
- d. Collecting or using information without the consent of the owner of the information
- e. Use of any false, misleading or deceptive TCPIP packet header information in an email or a newsgroup posting
- f. Use of the service for distribution of advertisement delivery software unless the user affirmatively consents to the download and installation of such software based on a clear conspicuous notice of the nature of the software and 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”)
- g. Any conduct that is likely to result in retaliation against the Technaut network or website or Technaut’s employees, officers or other agents, including engaging in behaviour that results in any server being the target of a denial of service attack (DoS)
- h. Monitoring data or traffic on any network or system without the express authorisation of the owner of the system or network
- i. Interference with service to any user of the Technaut or any other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks

2. Excessive Use of System Resources

- a. You may not use any shared system provided by Technaut 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. Technaut may require you to repair coding abnormalities in your hosted code if it unnecessarily conflicts with other customer’s use of Technaut’s services or network. [PC2]

3. Mail Requirements

- a. You must comply with all laws and regulations applicable to bulk or commercial email. In addition your bulk and commercial email must meet the following requirements:

- I. Your intended recipients have given their consent to receive email via some affirmative means such as an opt-in procedure.
 - II. Your procedures for soliciting consent include reasonable means to ensure that the person giving consent the owner of the email address for which the consent is given.
 - III. You retain evidence of the recipient's consent in a form that may be promptly produced on request and you honour the recipient's and Technaut's request to produce evidence within 72 hours of receipt of the request.
 - IV. You have procedures in place that allow a recipient to revoke their consent – such as a link in the body of the email or instructions to replay with the word "Remove" in the subject line; you honour revocations of consent within 48 hours and you notify recipients that the revocation of their consent will be implemented in 48 hours.
 - V. You must post an email address for complaints in a conspicuous place on any website associated with the email, you must register that address at abuse.net and you must promptly respond to messages sent to that address.
 - VI. You must have a Privacy Policy posted for each domain associated with the mailing.
 - VII. You have the means to track anonymous complaints.
 - VIII. You must not obscure the source of your email in any manner. Your email must include the recipients email address in the body of the message or in the "TO" line of the email.
 - IX. You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than 15 days.
- b. These policies apply to messages sent using the services or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the services.
 - c. You may not use a third party emailing service that does not practice similar procedures for all its customers.
 - d. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.
 - e. Technaut may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.
 - f. Technaut may block the transmission of email that violates these provisions.
 - g. Technaut may at its discretion require certain customers to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer can demonstrate that all of the requirements stated above will be met.

4. Vulnerability Testing

- a. You may not attempt to probe, scan, penetrate or test the vulnerability of the Technaut system or network, or to breach the Technaut security or authentication measures, whether by passive or intrusive techniques, without Technaut's express written consent.

5. Newsgroup, Chat Forums, Other Networks

- a. You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages or mass postings to multiple forums.

- b. You must comply with the rules of any other network you access or participate in using Technaut Services.

6. Offensive Content

You may not publish, transmit or store on or via the Technaut network or equipment any content or links to any content that Technaut reasonably believes:

- a. Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts.
- b. Is excessively violent, incites violence, threatens violence or contains harassing content or hate speech.
- c. Is unfair or deceptive under the consumer protection laws of any jurisdiction including chain letters and pyramid schemes.
- d. Is defamatory or violates a person's privacy.
- e. Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by any law enforcement agency.
- f. Improperly exposes trade secrets or other confidential or proprietary information of another person.
- g. Is intended to assist others in defeating technical copyright protections.
- h. Infringes on another person's copyright, trade or service mark, patent or other intellectual property right.
- i. Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking.
- j. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Technaut.
- k. Is otherwise malicious, fraudulent or may result in retaliation against Technaut by offended viewers.

7. Live Events

- a. You may not use your Technaut Cloud Services to stream live sex acts of any kind even if the content would otherwise comply with the AUP.
- b. Technaut may prohibit you from streaming other live events where there is a special risk, in Technaut's reasonable discretion, that the event might violate the Offensive Content section above.

8. Copyrighted Material

- a. You may not use Technaut's network or services to download, publish, distribute or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:
 - i. You have been expressly authorised by the owner of the copyright for the work to copy the work in that manner.
 - ii. You are otherwise permitted by established copyright law to copy the work in that manner.

It is Technaut's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

9. Other

- a. You must have valid and current information on file with your domain name registrar for any domain hosted on the Technaut network.
- b. You may only use IP addresses assigned to you by Technaut in conjunction with your Technaut Services.
- c. You agree that if Technaut IP addresses assigned to your account are listed on an abuse database such as Spamhaus, you will be in violation of this AUP and Technaut may take reasonable action to protect its IP addresses, including the suspension and or termination of your service, regardless of whether the IP addresses were listed as a result of your actions.
- d. You agree that if you register a DNS record or zone on Technaut managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Technaut may modify, transfer or delete such records or zones.
- e. You may not register to use any services under a false name or use an invalid or unauthorised credit card in connection with any services.