

1 ACCEPTABLE USE POLICY

1.1 This Acceptable Use Policy ("AUP") specifies actions which are prohibited by Leepeck Group Limited ("us", "our" "we" or "LPG" in this AUP) to users of the services and visitors to our website ("Services"). "users" and "you" means our clients or anyone else who uses or accesses the Services. This AUP explains our responsibilities to you, along with your responsibilities to Us and to the other users of Our Services.

1.2 You must read this AUP very carefully. It is important. This AUP together with our Terms of Business ("Terms") form part of your legally binding relationship with us. If there is anything you do not understand or have any further questions about this AUP, please contact us at support@leepeckgroup.com.

1.3 It is a requirement of our Terms that all users of our Services (including any website which is hosted by us) accept and adhere to all parts of this AUP. We may change this policy to comply with changes in the law or in the acceptable practice of internet use and we reserve the right to make such changes without notice and whenever required.

1.4 The current version of the AUP will be published on our website at <http://www.leepeckgroup.com> and all users are responsible for ensuring that they have read and understand the current policy. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.

1.5 Compliance with this AUP is a contractual requirement. If you fail to observe the terms of this AUP your Services may be liable to termination or suspension (with or without notice) or a restriction placed on your access to the Services. Notwithstanding our right to restrict, suspend or terminate the Services, if you breach this AUP, you may receive a formal warning from us specifying the unacceptable conduct and notifying you that repeated breaches may result in the Services (or any part thereof) being temporarily or permanently withdrawn from you. In the event that an account is suspended, we may be prepared, at our sole discretion, to restore your account on receipt of a written statement that the user will not commit any further abuse of the service.

1.6 Our relationship with you, our other clients, partners and other network providers depends on responsible conduct from all users. We will not hesitate to protect ourselves, our other clients and networks should any form of abuse be found to be occurring.

2 USE OF THE SERVICES

2.1 If we become aware of possible violations of this AUP, we may initiate an investigation, which may include gathering information from the user involved and/or from the complaining party (if any) and examination of material on our servers, networks or any other equipment associated with the Services.

2.2 You must not use the Services for:

2.2.1 the transmission of illegal material;

2.2.2 sending or receiving any materials which may in our absolute discretion be deemed by us to be offensive, abusive, indecent, hard-core or paedophile pornography, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force; or

2.2.3 sending or receiving any material which may be in breach of any third party Intellectual Property Rights (which shall include, but not limited to, copyright, trade mark, design right, trade secrets, patents, moral rights, proprietary rights or performance rights, or any other broadly similar rights whether registered or not throughout the world), confidence, privacy or other similar legal rights.

2.3 If you are in any doubt as to the legality of what you are doing, or propose to do, you should either take independent legal advice or cease that usage.

2.4 In addition to and without prejudice to your obligations pursuant to our Terms, you agree to comply with (and ensure that others using the Services on your behalf or with your permission comply with) all applicable laws, statutes and regulations in connection with the Services. You are responsible for all use of the Services, irrespective of whether such use is without your knowledge and/or consent.

2.5 You should be aware that the storage, distribution or transmission of illegal materials may lead to investigation and possible prosecution by the UK authorities.

2.6 The security of the Services used by you from your home is your responsibility. It is also your responsibility to ensure that you keep your usernames and/or passwords secure. We are not responsible for any negative consequences or loss (howsoever arising) incurred by your failure to employ adequate security measures.

2.7 We reserve the right to inform and/or report on the storage, distribution, transmission, retransmission or publication of the material referred to in this Clause 2 (and/or any other materials which may constitute unlawful conduct by users) to relevant authorities and/or regulators, in addition to any action we may take as outlined in this AUP.

2.8 You must not gain or attempt to gain unauthorised access to any computer systems for any purpose. In addition to being a breach of this AUP, such action may lead to criminal prosecution.

2.9 You must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to denial of service, ping storm, trojans, worms and viruses).

2.10 You must ensure that local PCs and network connected servers are not configured to allow open relay and must not participate in the sending of unsolicited commercial or bulk email (commonly referred to as 'spam' or 'UCE') including hosting or allowing the hosting of sites or information that are advertised ('spamvertised') by UCE from a third party network or supplier.

2.11 You are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where the remote user has given express permission for this to be done.

2.12 You may not divulge your network username or password to third parties (without our express consent) and should take all reasonable steps to ensure that such information remains confidential.

2.13 You must not knowingly transmit any messages over the network (including but not limited to malicious code or viruses) which cause or are likely to cause detriment or harm to computer systems, networks or otherwise, owned, used or licensed by us or other internet users.

3 EMAIL

3.1 Email usage must be compliant with Clause 2 of this AUP. Sending and receiving email involves the same responsibilities and approach as would be used when sending or receiving any other form of communication – written or printed mail, fax, telephone call etc. Most users fully understand what would be considered appropriate and acceptable when communicating with others and apply these considerations to their use of email. There are occasions when some users send mail or engage in online communication that others consider unacceptable – generally regarded as abuse by the online community. If you find it difficult to determine what might be considered 'abuse' with online communication you should realise that, in general terms, anything that might be unacceptable, and possibly illegal, in other forms of communication will be equally unacceptable and possibly illegal online.

3.2 We will investigate complaints regarding emails and may take action at our discretion which shall be based on, but not limited to the following:

3.2.1 sending emails that might cause annoyance, inconvenience or anxiety to a recipient.

3.2.2 sending any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful;

3.2.3 using our mail services or network to send email to any user who does not wish to receive it;

3.2.4 using our mail services or network to send unsolicited commercial email (commonly known as 'spam' or 'UCE') in bulk or individually;

3.2.5 using our mail services or network with intent to deprive others of service ('mail bomb');

3.2.6 use of false mail headers or altering the headers of mail messages in such a way as to conceal the identity of the sender; or

3.2.7 use any email address that you are not authorised to use.

3.3 You must ensure that any email servers connected to or associated with our network and operated by you are not configured to allow 'open relay'. Users who abuse our email service will be notified that their behaviour is unacceptable and may have their Services suspended, terminated or their account blocked. If a User's account or Service is suspended or blocked due to abuse, then Services may be restored at our sole discretion and generally will only be restored on receipt of a written assurance of future compliance with this AUP and on payment of an administrative charge at our current rate for restoration of the Service.

4 WEB USAGE

4.1 Web usage includes the use of web space provided as part of any Services we provide to you including web hosting on our servers and the use of web services and/or provision of co-located or dedicated servers ("Web space"). We cannot (and do not) proactively monitor content on any web space maintained by you and cannot (and do not) guarantee that such sites are free of illegal content or other materials that may be considered unacceptable.

4.2 You assume sole responsibility for the content of web space owned and or operated by you within our domain or other domains hosted within our network.

4.3 You undertake sole responsibility to ensure that all materials on any web space owned or operated by you contains material that you have created or have permission to use.

4.4 It is your responsibility to back up your web space content. Upon suspension or termination of Services, the content may be removed without notice to you.

4.5 We may modify, remove or suspend content without notice if this AUP is breached in any way.

4.6 Any content that has potential to offend other Internet users (regardless of whether such content is legal) contained on a user's web space must be preceded by an appropriate content warning (to warn the viewer that should they continue they may find the resulting images or text offensive).

4.7 The user is wholly responsible for the content stored on their web space and must ensure that all appropriate permissions are obtained from any interested third party (including but not limited to intellectual property rights). If said permissions can not be made available when requested by us the content may be removed.

4.8 You undertake sole responsibility for any dispute relating to Intellectual Property Rights associated with material stored on Web space, your site or the services you offer on it and agree to indemnify us and held us harmless against any claims, costs or expenses associated with such claims or potential claims.

4.9 You must not use your web space or any Services to promote or distribute any material or content that is illegal.

4.10 You should be aware that the internet is a global communications network and what may be legal in the UK may be illegal elsewhere and leave you liable to prosecution in another country. It is therefore your own responsibility for compliance with any such laws.

4.11 You must not host or allow the hosting of sites or information advertised ('spamvertised') by UCE, including UCE from third party network(s) or supplier(s).

4.12 Any content that results in abnormal data volume use that adversely impacts our network may be removed with or without notice.

4.13 We may undertake an investigation of content services if potential abuse is brought to our attention and we reserve the right to remove any web page on our servers, or to deny access to other hosted services at any time and for any reason.

5 INVESTIGATION OF ABUSE OF LEEPECK GROUP SERVICES

5.1 Please address all complaints about abuse of our Services to abuse@leepeckgroup.com.

5.2 We reserve the right to investigate suspected or potential abuse of this AUP. If we become aware of possible abuse, either through our own investigations or through referral by another user or by a third party, we may begin an investigation that may include gathering information from all potential parties and materials on our servers.

5.3 We reserve the right to suspend Services (without liability to you) or access during such investigations and/or to remove materials from servers (on a temporary or permanent basis). All actions will be determined on an individual basis and will not be taken to form any precedent.

5.4 Any of our clients who engage in abuse of the network / and or the internet will be notified that their behaviour is unacceptable and may have their Services suspended or terminated if such abuse continues. If a Service is suspended or blocked due to abuse, then Service may be restored at our sole discretion and generally will only be restored on receipt of a written assurance of future compliance with this AUP and on payment of an administrative charge at our current rate for restoration of Service.

5.5 All users acknowledge that we may be required by current or future legislation to disclosure personal data that is stored within or transmitted by our Services. By accepting this AUP you expressly agree that we may access, use or disclose your personal data (or other account information) in connection with any such requirement.

5.6 We reserve the right to terminate Services, with immediate effect and without further obligation or liability to you, as required by any law enforcement authority or by the Courts of the United Kingdom or other statutory regulatory authority.