

Acceptable Use Policy for Email Services

The End User of an TST service (“User”) acknowledges that TST (“TST”) provides the telecommunications network facilities underlying the Service provided.

The use of TST’s telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the User’s right to use the Service:

The TST network may only be used for lawful purposes. Transmission of any material through the TST network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law, the sending of unsolicited electronic mail.

The User shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).

The User acknowledges that TST is unable to exercise control over the content of any information passing over the TST network and that TST does not monitor or exercise any editorial control over the information passing over the TST network. The User further acknowledges that TST hereby excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.

The TST network may be used by the User to access other networks world-wide and the end user agrees to conform to any acceptable use policies of TST and any such other networks. In addition the User undertakes to conform to any published Internet protocols and standards.

In the event that communications by the User do not conform to these standards, or if the User makes profligate use other than in accordance with this Agreement of the TST network to detriment of TST or other TST customers, TST reserves the right to restrict passage of the User’s communications until the User complies with such standards or protocol or provides undertakings acceptable to TST in respect of the User’s future use. If TST suspend your right to use or access all or part of the Services: the Customer remains responsible for any applicable fees and charges for any Services to which they continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; the

Customer will not be entitled to any service credits under any agreed SLA for any period of suspension.

Network and System Security

The User is prohibited from violating, or attempting to violate, system or network security. Any violations may result in criminal or civil liability to the User. TST will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network violations include, but are not limited to:

- Unauthorized monitoring or access to or use of data, networks or systems, including any attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures without proper authorisation; and
- interference with, or disrupting or disabling service to any user, host or network via means including, but not limited to, “overloading”, “flooding”, “mail-bombing”, “denial of service attacks” or “crashing”; and
- sending, storage, or distribution of viruses, worms, Trojans, or other malware component harmful to a network or system; and
- forging any TCP/IP packet header or any part of an email header or newsgroup posting; and
- attempts to circumvent or alter any method of measuring or billing for the Service.

Email

Complaints about a single User of a TST email Service could lead to the Service being blocked across part or all of the Internet (“Blacklisted”) which may affect many Users. Therefore the use of email is governed by strict policies designed to protect the integrity of the Service and ensure that TST’s email systems are not Blacklisted.

•The Service is designed to allow a typical business user to send and receive emails. On average, TST expect a typical user to receive approximately 100 emails a day and send around 40. Whilst the Service will accommodate higher volumes than this, there are certain thresholds which will trigger automated rate limiting systems. The effect of rate limiting is to initially slow down and eventually halt receipt or delivery of emails. We do not publish exact details in order to prevent abuse by unscrupulous users.

- The sending of Unsolicited Bulk Email using the Service is explicitly prohibited. Emails may be considered unsolicited unless all recipients have explicitly opted in to receive such emails from the sender or are expecting to receive email from the sender.
- The Service is not designed, and should not be used, to send emails to a large list of recipients e.g. a newsletter, even if the recipients are expecting to receive such emails. Third party services which are expressly designed to effectively deal with the requirements of sending email to large numbers of recipients are available for such purposes.
- All emails sent using the Service must include a valid “Reply to:” address under the control of the User. Email message headers must not be missing, malformed or forged. Recipients must be able to request not to receive further email correspondence from the User and in such instances the User should honour the request in a timely manner and should no longer send email communications to the recipient.
- Posting the same or similar message to more than one newsgroup, known as cross-posting, is prohibited.
- The User must not promote content hosted on TST’s network via the use of Unsolicited Bulk Email.

In the event that the User is in breach of any provision of this schedule, TST shall be entitled to suspend services forthwith without notice.