



## Sample AUP for Web Hosting Services

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# **Sample Acceptable Use Policy (AUP) for Web hosting**

## **Introduction**

This paper documents Industry good practice on Acceptable Use Policies (“AUPs”) for web hosting services, as reviewed by the Internet Crime Forum.

## **Purpose of an AUP**

Internet Service Providers providing web hosting need to incorporate acceptable use policies (AUPs) within their Terms of Service in order to enable them to prevent customer misuse. If left unchecked, such misuse might threaten the ISP’s network or bring it into conflict with the law or policy. The AUP is therefore intended:

- To explain to the customer in clearly intelligible language what use of the service is not permitted; and
- To provide the ISP with a legal right to terminate the customer’s contract if they fail to comply.

Readers should be aware that an AUP is not intended as a promise on the part of the ISP to terminate customers’ accounts for alleged breaches at the request of a third party: the ISP retains the discretion as to how to interpret and enforce its AUP. ISPs will commonly seek to resolve complaints with their customers rather than act summarily. It is not always obvious whether an activity is innocent, inadvertent, or intentional, nor would every action that might arguably be covered by a term of the AUP inevitably result in enforcement action. However in general, customers should be aware that what is unacceptable (and possibly illegal) offline (oral or written), applies equally online.

Neither is an AUP intended to be detailed internal guidance for ISP staff on how to exercise the ISP’s discretion in the wide variety of cases they will encounter. If this is thought useful separate corporate training materials can be provided for staff use.

## **The sample AUP**

The following pages provide a sample of what are considered to be areas which would reasonably be expected to be covered by an AUP, and is intended to be a baseline that new market entrants and established ISPs seeking to revise their existing AUP can draw upon to ensure that their terms of service provide adequate protection. It is only designed to cover web hosting services, although it is intended to apply equally to users of shared, managed and dedicated or co-located services. It is based on current good Internet industry practice.

AUPs will differ between service providers for a variety of reasons: this document is not intended to be a common standard and each ISP should tailor it to their own particular needs.

## **Typography**

Text written in *italics* denotes commentary addressed to the ISP, and should be removed from any AUP before use.

# Acceptable Use Policy for web hosting services

## Definitions

*These definitions, or ones like them, are usually included in your Terms of Service, in which case they can be omitted from the AUP.*

1. "We" means [insert ISP company name here]
2. "You" means the customer for the services provided, and includes any person whom you permit to use the service we provide you; you are responsible for the actions of all such users.
3. The "service" means the web hosting service we provide to you, and includes any other service we also provide to you.

## Illegal Activities

*The ISP needs to be able to prevent its service being used to breach the law: if the ISP is put on notice that it is hosting content in breach of the law it can become liable for the content itself, so it needs the means to prevent its customer inflicting such liability upon it.*

4. You must not publish material that violates applicable laws. In particular you should have obtained any necessary legal permission for any works that your web site may include.
5. You must comply with all relevant Data Protection legislation regarding all information received, processed or communicated through use of your web site.

## Security and Network protection

The ISP needs to be able to prevent its service being used to attack its own services or those of others.

6. You must not use the service for hacking or to disrupt our network or services, or those of any other person, or for the facilitation of any other offence under applicable computer misuse legislation.
7. You must not use the service to distribute software for virus creation, hacking or for the facilitation of any other offence under applicable computer misuse legislation.
8. Your passwords are your responsibility, and must not be disclosed to any unauthorised third party. This is also important for your own protection.
9. If you are engaging in the provision of an information society service then you must comply with applicable law, in particular your website must provide contact details for you, both an email address and a geographic address where you are established

## Spam

*Spamming is usually in breach of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and other legislation. Failure to act against spammers can also result in serious mail deliverability problems when the ISP is added to privately run blocklists used by other ISPs.*

10. You must not use the service to initiate or cause the sending of Unsolicited Bulk E-mail (spam).
11. You must not use the service to offer, advertise or distribute software tools for sending spam, or lists of email addresses except where all the owners of the addresses have given you explicit permission.
12. You should not promote your web site using unsolicited bulk messaging, nor should you permit others to do so to the extent that that is under your reasonable control. Doing so constitutes a breach of this AUP even if the spam is not sent using the service we provide.

## Controversial and pornographic content

*Some of this material may be illegal to publish, and this may depend on the context. In other cases the ISP may wish to provide itself with the right to decline to provide services for certain types of content as a matter of corporate and social policy: if so, it is important to warn the customer when publication of legal content could result in the ISP taking AUP action against it. Each ISP will have its own view as what legal material they may or may not wish to host, for instance some providers will not allow specific types of pornographic content on sites they host, or would not be happy to host content which encourages people to commit suicide.*

13. You must not use the service to publish content considered by us to be designed to offend, cause needless anxiety, or harass others
14. You must display a clearly readable warning before any pornographic material is displayed.
15. If you have any doubt about the suitability of material on your site for children, you should provide a warning before content is reached.

## What Action Will Be Taken?

*Although the AUP states that compliance is a contractual requirement, this has no force unless there is a relevant reference to the AUP in any formal contractual master agreement or “Terms and Conditions of Service” document.*

16. Compliance with this Acceptable Use Policy is a contractual requirement. If you fail to comply, we may suspend or terminate your service. You will be given notification – including the reason for the decision – prior to suspension of Services.
17. If we find out that you are using our service for illegal purposes, we may investigate and we may ultimately notify the police.
18. If we receive a Court Order requesting us to reveal your identity to someone, we will do so. We will also reveal your identity or other data or information we possess regarding your use of the service to the police or other public authority if required to do so by law.
19. Material deemed to be in breach of this AUP may be removed. Prior to such an action notice/explanation will be provided where appropriate.
20. We will consider all cases and complaints on their individual merits. We retain the right not to take action against you even where a complaint is made against you for breach of this AUP.

## Other

*References below to the DNS domain “example.com” below should be replaced with references to the domain of the ISP.*

*The AUP will be read not only by customers seeking to comply with acceptable use policies but also by persons wishing to make a complaint. It is therefore an appropriate place to make reference to relevant points of contact.*

21. You are responsible for retaining copies of your own data: you should not rely on our keeping backups of your data.
22. We reserve the right to vary this acceptable use policy at any time and without prior notice. The version of our acceptable use policy currently in force is displayed on our website at <http://www.example.com/policies/>.
23. Complaints should be addressed to [abuse@example.com](mailto:abuse@example.com)
24. Any decision we make in relation to this service shall be final.