

# **Stitch Networks Limited**

## **VPS SCHEDULE**

**Last Updated: 18<sup>th</sup> May 2017**

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Appendix 1 – VPS Acceptable Use Policy

This Addendum relates only to our Virtual Private Servers (VPS) products. They do not relate to any other product or service supplied by Stitch Networks Limited unless specified herein.

## 1. Definitions and Interpretation

In this Service Agreement the following expressions shall have the following meanings unless the context otherwise requires:

|                            |   |
|----------------------------|---|
| <b>"Business Day"</b>      | any day which is not a Saturday, a Sunday or a bank or public holiday in England;   |
| <b>"Commencement Date"</b> | means the date when the Customer first receives the live Service;   |
| <b>"Equipment"</b>         | means any apparatus or equipment provided by Stitch Networks Limited or any third party to the Customer at the Premises to enable provision of the Service;   |
| <b>"Minimum Period"</b>    | means thirty (30) days unless otherwise stated within this service schedule;  |
| <b>"Person"</b>            | means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;  |
| <b>"Server"</b>            | A Virtual Private Server instance;  |
| <b>"Services"</b>          | hereafter and related to this addendum means those manual and automatic Dedicated Server and all related services as described on the date hereof and within the wholesale pricing pages of the Customer Control Panel; |
| <b>"VPS"</b>               | A Virtual Private Server (VPS) is a virtualised server environment instance operating within a physical server.   |

## 2. General

- 2.1. References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.
- 2.2. The headings within this Addendum are for convenience only and shall not affect its interpretation.

## 3. Provision of Service

- 3.1. Stitch Networks Limited will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions.
- 3.2. Stitch Networks Limited shall use our reasonable endeavours to make available to the Customer at all times the Server and the Services determined within this addendum.
- 3.3. Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:
  - 3.3.1. Transfer rights to the use of the Service to any third party, whether in whole or in part;
  - 3.3.2. Disclose Service features, errors or viruses to any third party without the prior written consent of Stitch Networks Limited;
  - 3.3.3. Use the Service except in conjunction with Stitch Networks Limited recommended operating environment, notified by Stitch Networks Limited or modifies the Service without Stitch Networks Limited prior written consent.
  - 3.3.4. Stitch Networks Limited reserves the right to change the Customer's password at any time at its sole discretion.
- 3.4. Stitch Networks Limited shall reserve the right to suspend the Services at any time and for any reason, if deemed necessary, without notice. If such suspension occurs and lasts or is to last for more than 7 days you will be notified of the reason.
- 3.5. Stitch Networks Limited may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Stitch Networks Limited will give the Customer as much notice as possible of any planned interruption of the Customer's Service. Stitch Networks Limited shall not, in any event, be liable for interruptions of Service or down-time of the Server incurred by us or third parties. In these circumstances the Customer shall have no claim against Stitch Networks Limited for any such interruption.

#### **4. Service Delivery**

- 4.1. Every reasonable effort is made by Stitch Networks Limited to maintain the uninterrupted operation of Your Services. Despite this, due to a number of circumstances that are beyond Stitch Networks Limited's control, you acknowledge that given the nature of such services, Stitch Networks Limited cannot guarantee that the Services, when delivered via the internet, will be uninterrupted or error free.
- 4.2. To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by Stitch Networks Limited to the Client on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement, including as to satisfactory quality and fitness for a particular purpose. In particular, Stitch Networks Limited gives no warranty or representation that:
  - 4.2.1. the Services will meet the Client's requirements;
  - 4.2.2. the Services will be provided on an uninterrupted, timely, secure or error-free basis;
  - 4.2.3. any results obtained from use of the Services will be accurate, complete or current; or
  - 4.2.4. the Services provided will be compatible with any files or software You install or upload to the Virtual Server.
- 4.3. If You upgrade or rebuild (i.e. restore the default settings) the VPS at any time during the term of the Services You acknowledge that the Virtual Server may require a reboot for this to take effect. Stitch Networks Limited will not be liable for any loss of data or other consequences of such action.

#### **5. Software**

- 5.1. Stitch Networks Limited grant the Customer a non-transferable, non-exclusive license to use the Software, in object code form only for internal needs, solely on the Hardware provided, and in conjunction with the said Services.
- 5.2. The Customer agrees not to:
  - 5.2.1. Copy the Software.
  - 5.2.2. Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software.
  - 5.2.3. Sell, lease, license, transfer or sublicense the Software or the documentation.
  - 5.2.4. Write or develop any derivative or other software programs, based, in whole or in part, upon the Software provided by Stitch Networks Limited.
- 5.3. Any third-party software is supplied to the Customer on the basis of the relevant third party's license terms with which you agree to comply.
  - 5.3.1. In the case of Microsoft software specifically, the Customer will agree to their general terms of use as outlined within their Operating System.
- 5.4. The Customer is solely responsible for virus scanning the Software and Stitch Networks Limited give no warranty that the Software will be free from viruses.

#### **6. Support and Management Services**

- 6.1. Stitch Networks Limited will install the Software detailed in the product specification onto the Hardware in our standard configuration free of additional charge.
- 6.2. Stitch Networks Limited will endeavour to apply security patches or take mitigating action such as blocking certain network traffic to maintain the integrity of the Server when we are made aware of security vulnerability in Software installed as standard which we deem a threat considering the intended use of the Services for web site hosting. Stitch Networks Limited do not warrant that the Software will be free from defects or vulnerabilities nor that the Server will be free from unauthorised users or hackers.
- 6.3. Stitch Networks Limited are not obliged to install onto the Server any additional software for you or modify the configuration of existing software from its default. The Customer acknowledges that should we agree to do so, a charge may be made to cover employee time.

- 6.4. Stitch Networks Limited provide technical support relating to the Server and Software physically functioning. We do not offer technical support for application specific issues such as CGI programming, HTML or any other such issue.
- 6.5. Stitch Networks Limited do not provide technical support for the Customers Customers / End Users.
- 6.6. Stitch Networks Limited obligation to provide support and management services will not extend to:
  - 6.6.1. Software or systems not installed as standard by Stitch Networks Limited.
  - 6.6.2. Software or systems configured or modified by the Customer other than through the provided web based control panel.
  - 6.6.3. Correction of faults arising from your failure to comply with instructions and or recommendations provided by Stitch Networks Limited directly or through documentation and manuals supplied.
  - 6.6.4. Rectification of lost or corrupted data.
- 6.7. Stitch Networks Limited may at any time and from time to time improve, correct or otherwise modify all or any of the Services (including substituting Software and/or Server with software or equipment of similar specification) provided that such modification does not materially affect provision of the Services to the Customer. We will endeavour to give you reasonable notice of any such modification, where this is reasonably practicable.

## **7. Network Connectivity / Data Transfer**

- 7.1. Stitch Networks Limited will provide a means for the Customer to monitor the data transfer usage of the Server. You accept that if the Server exceeds its data transfer quota in any billing period, we will charge the Customer for the additional data transfer at our standard rate.
- 7.2. Any access to other networks through the Services must comply with the rules appropriate for those other networks.
- 7.3. Stitch Networks Limited may assign to the Server on a temporary basis a number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to Us by the RIPE. You acknowledge that the IP Addresses are the sole property of Stitch Networks Limited, and are assigned to you as part of the Services, and agree that you will have no right to IP Addresses upon termination of this Agreement. We reserve the right to change the IP Address assignments at any time.
- 7.4. Stitch Networks Limited make no representation and give no warranty as to the accuracy or quality of information received by any person via the Services.

## **8. Data Backup**

- 8.1. Unless Customer or his Customer purchases a data backup product as an additional cost option, Stitch Networks Limited will make no backups of the data stored on the Server.
- 8.2. If Customer purchases a data backup product Stitch Networks Limited will endeavour to make backups of the data stored on the Server and make them available to you in accordance with the specification of the data backup product. However, Stitch Networks Limited do not warrant that any data will be backed up correctly, or that any successful restoration of data will be possible.
- 8.3. If Customer purchased data backup they can access the backed-up data via FTP at any time.
- 8.4. The quality of your backup depends on how your data is organised. If you purchase managed backup services, we recommend that you test your managed backup service promptly following the Commencement Date, and then periodically, to determine if it is capturing your data properly. If it is not, we will work with you to maximise the accuracy of our managed backup service for your data and/or help you identify other data backup solutions that may work better for you.
- 8.5. Regardless of whether you purchase a data backup product, we shall have no liability for any loss or damage to any data stored on the Server or backup mediums.
- 8.6. We recommend that the Customer make a backup of all data on the Server regardless of whether Customer has purchased a data backup product.

## **9. Duration and Termination**

- 9.1. This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 26 of the Master Service Agreement including sub clauses.
- 9.2. Stitch Networks Limited reserve the right to suspend the Services and / or terminate this Agreement forthwith without notice to you if you:
  - 9.2.1. Fail to pay any sums due to Stitch Networks Limited by due date determined by invoice or in writing.
  - 9.2.2. Break any of these terms and conditions.
  - 9.2.3. If the Customers company or the Customer as a Sole trader go into insolvent liquidation and or the appointment of an administrator, administrative receiver or enter into a voluntary arrangement with your creditors.
- 9.3. During the first 7 days of Services, the Customer is entitled to a refund of the basic hosting plan rental fee should You decide to cancel the Services. No full refunds or pro rata refunds will be made after the first 7 days of service.
- 9.4. The Customer may cancel the Services at any time in writing to include your account username and password. Stitch Networks Limited will cancel the Services within 1 Business Day of receipt of your request.

# Appendix 1 –VPS Acceptable Use Policy (AUP)

## 1. Background

From time to time Stitch Networks Limited may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are called Acceptable Use Policies (AUPs) and are posted on the company's website. The AUPs are not exhaustive and Stitch Networks Limited reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to the website or notification of the modified AUPs. By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as Stitch Networks Limited deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

Violation of any AUP may result in the immediate termination or suspension of the services you receive from Stitch Networks Limited. You shall remain solely liable and responsible for your use of the services and any and all content that you display, upload, download or transmit through the use of the services. "content" includes, without limitation, your e-mail, web pages, personal home pages, and domain names. It is Stitch Networks Limited's policy to terminate repeat infringers. Stitch Networks Limited reserves the right to refuse service to anyone at any time.

## 2. Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labour used to rectify any such damage is categorised as emergency security breach recovery and is currently charged at £175.00 per hour. Enquiries regarding security matters may be directed to our Support team.

## 3. System & Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Stitch Networks Limited may investigate incidents involving such violations and may involve and will cooperate with law enforcement authorities if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- 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 express authorisation of the owner of such system or network.
- Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of such system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labour to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Stitch Networks Limited. Such labour is categorised as emergency security breach recovery and is currently charged at £175.00 per hour required. Enquiries regarding security matters may be directed to the Support team. Stitch Networks Limited is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Stitch Networks Limited urges its customers to assume that all of their online

communications are secure. Stitch Networks Limited cannot take responsibility for the security of information transmitted over Stitch Networks Limited's facilities.

#### **4. Password Protection**

The customer is responsible for protecting customer's password and for any authorised or unauthorised use made of customer's password. The customer will not use or permit anyone to use Stitch Networks Limited's service to guess passwords or to access other systems or networks without authorisation. Stitch Networks Limited will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

#### **5. Internet Etiquette**

The customer is expected to be familiar with and to practice good Internet (N)etiquette. The customer will comply with the rules appropriate to any network to which Stitch Networks Limited may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libellous, tortuous, indecently depicts children or is likely to result in retaliation against Stitch Networks Limited by offended users. Stitch Networks Limited reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

#### **6. Copyright Infringement / Software Piracy Policy**

The Stitch Networks Limited network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of any law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorised copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating all law of copyright.

Stitch Networks Limited will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

#### **7. Responsible use of Network**

Customers have a responsibility to use the Stitch Networks Limited network responsibly. This includes respecting the other customers of Stitch Networks Limited. Stitch Networks Limited reserves the right to suspend and or cancel service with any Customer who uses the Stitch Networks Limited network in such a way that adversely affects other Stitch Networks Limited customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorised access to servers and services that belong to Stitch Networks Limited or its customers (i.e. computer hacking), and/or
- Participating in behaviour which result in reprisals that adversely affect the Stitch Networks Limited network or other customers' access to the Stitch Networks Limited network.

Stitch Networks Limited will react strongly to any use or attempted use of an Internet account or computer without the owner's authorisation. Such attempts include, but are not limited to, "Internet Scanning", password robbery, security hole scanning, port scanning, etc. Any unauthorised use of accounts or computers by a Stitch Networks Limited customer, whether or not the attacked account or computer belongs to Stitch Networks Limited, will result in severe action taken against the attacker. Possible actions include warnings, service suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of Stitch Networks Limited is strictly prohibited.

Violations of this policy may be reported directly to the appropriate legislative / legal body.

#### **8. Lawful Purpose**



All services must be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to: copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.

Using any Stitch Networks Limited service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited. Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of any government export restriction in connection with use of Stitch Networks Limited services or products is prohibited.

Using the Stitch Networks Limited network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

## **9. Child Pornography on the Internet**

Stitch Networks Limited will cooperate fully with any criminal investigation into a Customer's violation of the Protection of Children Act 1978 concerning child pornography and the Protection of Children Act 199 and any equivalent legislation in force. Customers are ultimately responsible for the actions of their clients over the Stitch Networks Limited network, and will be liable for illegal material posted by their clients.

According to the Protection of Children Act, child pornography includes any type of visual presentation (eg. video, photographs, film) that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a an explicit sexual activity concerning a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Protection of Children Act(s) may be reported to the relevant legislative body and /or law enforcement agency.

## **10. Unsolicited Commercial Email / Unsolicited Bulk Email (Spam)**

Junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email from the sender.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward Stitch Networks Limited, but also because it can overload Stitch Networks Limited's network and disrupt service to Stitch Networks Limited subscribers.

As a user of a Stitch Networks Limited email service platforms

### **You must:**

- Include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- Provide a valid physical postal address in each email your send;
- Include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet based unsubscribe mechanism;
- Process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- Set up and provide Stitch Networks Limited with a valid "abuse" email address in order to process any Spam positive complaint;
- Comply with any regulation in force that covers direct marketing regulations.

**You may not:**

- Include false, deceptive or misleading header information, including a false domain name or address;
- Send emails with a false, deceptive or misleading subject line;
- Include sexually explicit content in your email;
- Add an address into your list without the subscriber's permission;
- Maintain an email address in your list for which an opt-out request has been received;
- Use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- Harvest email addresses from websites or web services;
- Generate email address by using a dictionary attack combining letters and numbers into multiple permutations;
- Use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- Relay emails through a computer or network without permission;
- Use your subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to.
- Send emails with added words/characters in an attempt to bypass Bayesian filters;
- Send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on the Stitch Networks Limited Network, or referencing an email address hosted on the Stitch Networks Limited Network;
- Send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server;
- Send email messages which are excessive and/or intended to harass or annoy others;
- Continue to send email to a recipient that has indicated that he/she does not wish to receive it;
- Take any actions intended to cloak the User's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses;
- Take any other action that results in blacklisting of the sender's email address or mail server, or negatively impacts other Users who use the Email service.

In the absence of positive, verifiable proof to the contrary by a User, Stitch Networks Limited will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

**11. Disclaimer**

- Stitch Networks Limited reserves the right to test portions of any customer's email list in response to complaints and request opt-in information from a random sample of that list at any time.
- Stitch Networks Limited reserves the right to determine in its sole discretion the validity of any customer's email list. Any list Stitch Networks Limited determines in its sole discretion to be in violation of this AUP must be removed immediately or the customer will be subject to immediate suspension or termination. Repeated violations will result in permanent suspension.
- Stitch Networks Limited reserves the right to test and otherwise monitor customer's compliance with the above guidelines and requirements at any time during the customer's term of service at Stitch Networks Limited.
- If Stitch Networks Limited determines in its sole discretion that the customer is not in strict compliance with the guidelines for permission-based e-mail marketing, then Stitch Networks Limited may immediately suspend or

**12. IP Address**

Overlap Stitch Networks Limited administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Stitch Networks Limited staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

**13. Suspension**

If Stitch Networks Limited in its sole discretion determines that a customer's server has become the source or target of any violation concerning the Stitch Networks Limited Acceptable Use Policy (AUP), Stitch Networks Limited reserves the right to suspend network access to that server. While Stitch Networks Limited will attempt to contact the customer before suspending

network access to the customer's server(s), prior notification to the customer is not assured. In certain cases, Stitch Networks Limited will contact law enforcement and other agencies regarding these activities. Customers are responsible for all charges, as well as any fees relating to the investigation, suspension, administration and handling of their servers before, during and after the suspension period.

#### **14. Cancellation**

Stitch Networks Limited reserves the right to cancel service at any time, if inappropriate activity is detected. All accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.).

#### **15. Indemnification**

Stitch Networks Limited wishes to emphasise that in signing the Master Services Agreement or its equivalent, customer indemnifies Stitch Networks Limited for any violation of the Master Services Agreement or its equivalent and any law or AUP that results in loss to Stitch Networks Limited or the bringing of any claim against Stitch Networks Limited by any third-party. This means that if Stitch Networks Limited is sued because of a customer or a customer of a customer's activity, the customer will pay any damages awarded against Stitch Networks Limited, plus costs and reasonable legal fees and costs.

#### **16. Disclaimer of Responsibility**

Stitch Networks Limited is under no duty to vet each customer's or user's activities to determine if a violation of the AUPs has occurred, nor does it assume any responsibility through its AUPs to monitor or police Internet-related activities. Stitch Networks Limited disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy. All Sub-Networks, Customers and managed servers of Stitch Networks Limited must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.