

GURU ACCEPTABLE USE POLICY

1. INTRODUCTION

- 1.1. GURU is a trading name of Team Blue Internet Services UK Limited, a company incorporated and registered in England and Wales with company number 03913408 and with its registered office at Acton House, Perdiswell Park, Worcester, Worcestershire, WR3 7GD (hereinafter “**GURU**”).
- 1.2. This Acceptable Use Policy sets out the terms governing the use of any GURU Services, provided by or under the GURU brand and/or access to or use of the GURU website www.guru.co.uk and my.guru.co.uk. Use of any GURU Service and/or website signifies acceptance of, and agreement to comply with, this Acceptable Use Policy and any other supplemental GURU policies and terms of business.

2. ACCEPTABLE USE

- 2.1. The Customer will not use or attempt to use any Service or other facility, or any website (“**Site**”), operated, provided or made available by GURU:
 - 2.1.1. on shared hosting service: which exceeds what GURU determine to be ‘normal’ levels of resource (CPU, Memory, Disk, Connectivity/Bandwidth) utilisation, including, but not limited to:
 - a) long-running website requests;
 - b) detached processes or scheduled tasks;
 - c) abnormally high numbers of, or sizes of, files stored on disk;
 - d) repeatedly high and/or aggressive access to files stored on disk;
 - e) serving of large downloadable files;
 - f) storage of backup files where Guru already provide a backup service;
 - 2.1.2. as a document or file data store for non-website or non-email data, including, but not limited to:
 - a) WebDAV or remote file/disk storage
 - b) ‘owncloud’ or similar type services
 - b) storage of backups
 - c) storage of data not related to or required by the Service
 - 2.1.3. on a shared hosting service: to send in excess of 500 emails per-account, per-hour. Emails in excess of this limit will be discarded. During the first 24 hours after account creation, this limit is 10 emails per-hour.
 - 2.1.4. on a shared hosting service: operates in any persistent way, such as

- running a background process or request which consumes resources for a period longer than 30 seconds;
- 2.1.5. on a shared hosting service: run scheduled tasks more frequently than every 5 (five) minutes;
 - 2.1.6. in any insecure manner, such as insecure website systems or code;
 - 2.1.7. to unfairly utilise resources which are listed as 'unlimited';
 - 2.1.8. in any way which interferes with, damages or disrupts, or might reasonably be expected to interfere with, damage or disrupt any Service, any Site, or any equipment, software, network or other system or facility used in the provision of a Service;
 - 2.1.9. in any way which is unlawful, illegal or fraudulent, or has any unlawful, illegal or fraudulent purpose or effect;
 - 2.1.10. in any way likely to bring GURU into disrepute, or likely to cause GURU or any other person to be made subject to any abuse or spam list;
 - 2.1.11. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar material or communication;
 - 2.1.12. to effect or facilitate any unauthorised access to any Services or systems of GURU or any third party;
 - 2.1.13. knowingly to store, transmit or upload any data or material that
 - (a) contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - (b) which is designed to effect or facilitate any denial of service activity, whether directed at GURU or any other person;
 - 2.1.14. knowingly to store, transmit, upload or facilitate the propagation of any data or material which
 - (a) advocates, promotes or assists violence, any other activity which is contrary to applicable local, national or international laws ;
 - (b) is obscene, offensive, hateful, defamatory or inflammatory;
 - (c) is fraudulent or misleading;
 - (d) is threatening, abusive or which invades another's privacy, or causes needless anxiety or annoyance;
 - (e) advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (f) relates to gambling, betting, lotteries or other financial risk/reward operations;
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- (g) infringes any copyright, database right, trade mark or other proprietary right of any other person;
- (h) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) relates to crypto currencies such as Bitcoin or other similar systems;

2.1.15. to effect, conduct or facilitate any activity involving:

- (a) Internet Relay Chat; or
- (b) anonymous proxy services.
- (c) bulk, commercial, unsolicited or 'spam' emailing of any type;

2.2. The Customer shall at all times use all reasonable measures to keep secure all access codes, passwords and keys issued to it by GURU in relation to any Services.

3. SUSPENSION AND TERMINATION

3.1. GURU will determine, at its discretion, whether there has been a breach of this Acceptable Use Policy, and in the event of a breach of this policy being found, GURU may take such action as it deems appropriate.

3.2. Failure to comply with this acceptable use policy constitutes a material breach of the terms governing the provision and use of the Services and any Site, and GURU reserves the right to take any action it deems appropriate in respect of any such breach, including all or any of the following:

- 3.2.1. Issue of a warning.
- 3.2.2. Immediate, temporary or permanent withdrawal of Services or other GURU facilities.
- 3.2.3. Immediate, temporary or permanent blocking or removal of any offending activity, information or material.
- 3.2.4. Legal action, including proceedings for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable investigation, administrative and legal costs) resulting from the breach.
- 3.2.5. Disclosure of such information to law enforcement authorities, and the taking of any other action reasonably deemed by GURU to be necessary in order to comply with applicable law.

GURU shall be entitled (but shall be under no obligation) to issue a notice of any violation of this Acceptable Use Policy and require immediate corrective action.

3.3. GURU excludes liability for actions taken in response to breaches of this Acceptable Use Policy.

4. CHANGES TO THIS ACCEPTABLE USE POLICY

GURU may revise this Acceptable Use Policy at any time by amending this page, and Customers and Site visitors are required to check this page from time to time to take notice of any changes.