



Acceptable Use Policy

This acceptable use policy sets out the terms between you and BackEdge Ltd (“we” or “us”) under which you may use our products and services (“Services”).

Your use of our Services means that you accept, and agree to abide by, all the policies in this policy, which supplement our Terms and Conditions.

We are registered in Scotland under company number SC225749 and our registered office is 11 Stuart Green, Edinburgh EH12 8YF. Our main trading address is at 4 Jacklin Green, Livingston EH54 8PZ. Our VAT number is 783 6610 07.

Prohibited Activities

You may use our Services only for lawful purposes. You may not use them:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that 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.

Use Of Your Account

You must not use your BackEdge service for the purpose of obtaining unauthorised access to any computer or service.

You are responsible at all times for use of the service, whether through yourself or through third parties.

Use Of Web Space

You are not permitted to use any server-side cgi or other program other than those placed by us into the main cgi-bin directory or administration cgi-bin directory.

You are responsible for ensuring that the data offered in the web space does not break any UK law or any law in your home country.

You may not publish, or link to, anything that contravenes our Content Standards.

Use Of Email

You must not:

use your Service for any of the following purposes: initiating or propagating 'chain' email or 'pyramid' emails, sending bulk or unsolicited emails, especially of a commercial nature and using your BackEdge provided account as a mail drop for responses for any of the above;

email a person after they have specifically requested that you do not mail them. This applies to any automated mail system you employ;

send email or post articles with headers modified in such a way as to disguise the true source of such mail or article. It is your responsibility to ensure that a real email address is present and obvious to a human;

post articles of a commercial nature to groups which are inappropriate to the subject of the article. This covers 'spamming';

You must ensure your equipment cannot be used to relay mail for a third party.

We reserve the right to remove any articles or web sites which might be held to be defamatory or otherwise in breach of our Content Standards, as determined in our sole discretion.

If, while using our Services, you post any material on a website, it is your sole responsibility to ensure that:

you have the rights to make use the material in that manner; and
such use will not infringe the rights of any third party or any law.

We do not endorse any material posted by you or any other third party, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with such material.

Interactive Services

We may from time to time provide interactive services on our site.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Fair Usage

We operate a "fair use policy" our Services in order to ensure that all customers have acceptable performance. If you are found to be using a disproportionate amount of bandwidth for your services you may be asked to pay for additional resources specifically for your own use. Failure to remedy this situation may result in your service being terminated or restricted.

Suspension and Termination

Failure to comply with this policy constitutes a material breach of the Terms and Conditions, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our services;
 - immediate, temporary or permanent removal of any posting or material uploaded by you;
 - issue of a warning to you;
 - commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - further legal action against you;
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- Any breaches of this policy should be reported to abuse@backedge.co.uk and the entire posting, together with the full headers, should be forwarded. Although it is not always possible to respond to each abuse report, all complaints will be investigated thoroughly.

We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Content Standards

These content standards apply to any and all material which you contribute to our service ("Contributions"), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Content must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

5.4 Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Changes To This Policy

We may revise this policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our site.