

Feedzon Acceptable Use Policy (AUP)

Last Updated: 17 June, 2013

This AUP seeks to clarify the compliance required by both parties to the use of Feedzon Services. This includes third parties that use Feedzon products or services through an application or website that has been integrated with Feedzon (see Responsibilities for developers & integrators).

Your services may be suspended or terminated for violation of this AUP in accordance with the Feedzon Cloud Services Agreement. It is important to note that the use of these services is governed by criminal legislation as set out in the relevant Criminal Acts, as set out below.

We may update this policy from time to time. The latest version is always available on our website. All users of Feedzon products or services should check at regular intervals that they are familiar with the current version.

UK Legal Compliance

It is an offence under UK law to transmit, receive or store certain types of files. You may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts, which include but are not limited to the Computer Misuse Act (1990), the Protection of Children Act (1978), the Criminal Justice Act (1988) and the Prevention of Harassment Act (1997).

It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents and registered trademarks. You are therefore not permitted to use Feedzon Services in such a way as to violate intellectual property rights. Feedzon will assist any rights holders in the enforcement of the holder's rights where necessary and will terminate Services if needed to enforce those rights.

The Data Protection Act (1998) imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties may constitute a criminal offence. If you are not merely processing personal data for domestic (including recreational) reasons, you are reminded of your likely duty to register with the Information Commissioner.

Under the EC Directive Regulations (2002), Feedzon is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts and have not acted to bring those acts to an end in a timely manner. Accordingly, if we become aware of credible evidence that you have carried out any unlawful acts we will take preventative measures to bring those acts to an end.

Legal Compliance in Other Countries

It is possible for you to be in breach of the laws of other countries outside the UK. You are therefore advised to take due care and all reasonable action to ensure that you do not violate the laws of your country or the countries from which you are using Feedzon's Services.

Security

Account keys and API keys issued by Feedzon must be kept confidential, secure and only used according to all relevant instructions.

Any organisation or user who believes that an account key or API key has become known by any unauthorised person, or is being used in an unauthorised way, must inform Feedzon immediately.

Users shall not attempt to violate or circumvent any security measures put in place by Feedzon or any service provider, nor make any unauthorised attempt to decrypt any protected material.

Third Party Systems

Any products, services or equipment used in conjunction with Feedzon products and services must be regularly checked for viruses, malware and unauthorised access.

Feedzon products and services must not be used in any manner that may adversely affect our ability to deliver our products and services to any user or customer, or interferes with the services of another user.

Unacceptable usage

You may only use Feedzon Services for purposes that could be deemed lawful, decent, honest and truthful. 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.
- Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law from which the Feedzon Services are acquired and in any country from which they are posted.
- Contributions must not contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory promote sexually explicit material, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, 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, 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.
- You must not infringe the rights of others, including the right of privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file).
- Illegally or irresponsibly to the detriment of other users extract, collect, process, combine or store personal data about other users.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using Feedzon services and for any consequences thereof.

Should you be found to have posted or used the Services to process any of the above content, you will be notified by email at the address associated with your account and you will be given a time frame to take corrective actions. If no corrective actions are taken or if the breach is severe, Feedzon will suspend your account until a resolution is agreed upon between us.

Use of your account

You must not use your Feedzon account for the purpose of obtaining unauthorised access to any computer or service. You are responsible at all times for use of the account, whether through yourself or through third parties. You must not, via tunnelling, use of proxies, or by any other means, attempt to avoid any service restrictions or use the Services in any way not clearly intended by us.

You accept and acknowledge that you have a responsibility to ensure that your Feedzon Services are not used in an irresponsible manner. Feedzon deem that the following activities are irresponsible; bulk unsolicited emailing (spamming), any 'phishing' related activity and the use of Feedzon services to circumvent the security of third party machines.

In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to us will always be accurate, correct and kept up to date. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Responsibilities for Developers & Integrators

Developers and integrators providing Feedzon Services in their applications or websites are responsible for and must ensure that prior to commencement of development or integration:

- Feedzon is identified to your customers(s) as the provider of the Services
- Your customer(s) agree to the Feedzon Cloud Services Agreement
- Your customer(s) agree to the Feedzon Acceptable Use Policy

In the event that you control your customers(s) Feedzon account(s) and you subsequently cease to trade or are otherwise unable to service their Feedzon account(s) for any reason, your agreement with them permits them to contact us directly in order to service their Feedzon accounts(s) on your behalf or to place their Feedzon account(s) in their direct control, so as to avoid their inability to carry out any aspects of their business that rely on the Services provided by Feedzon.

Suspension and termination

Failure to comply with this policy constitutes a material breach of the Feedzon Cloud Services Agreement and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Service;
- 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.

We bear no 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.

Contact us

If you have any comments on this policy or would like any further information, then please contact us.