

Total Systems Terms and Conditions

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which infringe any applicable law regulation or right of any person or entity including without limitation rights under contracts and of confidence laws relating to defamation contempt blasphemy infringement of privacy or personal data rights malicious falsehood seditious libel and any equivalent or related laws in any territory in which they are or may be accessed or made available;

to send receive make available copy retransmit broadcast or publish (whether directly or indirectly and whether in cached mirrored or proxy form or otherwise) any statements or material which are or may be in places where they are accessible or made available offensive abusive indecent obscene or menacing or which are likely to encourage or are capable of encouraging anything which is in any way unlawful or to incite violence sadism cruelty or racial hatred or which promotes or facilitates prostitution or which are likely to mislead by inaccuracy ambiguity exaggeration omission or otherwise;

to cause annoyance inconvenience or needless anxiety;

other than in conformance with policies of any connected networks and the Internet Standards (Internet Standards means the protocols and standards set out in the Internet Request for Comment documents STD0001 and any future similar protocols and standards including those used by RIPE [the European Internet Registry] Internic and Nominet);

use a Name (Name means any name specifically requested by or allocated to the Client for the provision of Total Systems and shall include without limitation any domain name or mailbox name) such as to infringe the rights of any person whether in statute or common law in a corresponding trademark or name;

in a manner which occupies communications capacity or bandwidth frivolously vexatiously or in a manner which is intended to or may inhibit any other person's use thereof including without limitation by use of facilities intended to substantially fill the communications capacity of leased lines such as SPAM UCE TCP Sprayers and Flood Ping;

in a manner which permits IP packets to be sent with source addresses outside the IP address range granted to the Client;

send unsolicited bulk email. The Client must have explicit permission from all destination addresses before sending an email in any quantity. The Client may not assume that it has been granted permission by passive actions such as the posting of an article to Usenet or a visit made to the Total Systems or Client's website. Where the Client has acquired explicit permission either on a website or through some other relationship the Client should keep a record of this permission and must cease sending email when requested to stop;

relay unsolicited bulk email. Operators of email systems must ensure that they do not further the sending of unsolicited bulk email by others. This applies to both material that originates on the Client's system and also third party material that might pass through it. This includes but is not limited to a prohibition on running an "open mail relay" viz a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of the Client's machines or network. If the Client's machine does relay email on an authorised basis then it must record its passing through the system by means of an appropriate "received" line. However nothing in this clause shall prevent the Client from running an "anonymous" relay service provided that the operator monitors it in such a way as to detect unauthorised or excessive use.

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when you intend to publish, and your deadline for a response (no shorter than 1 week please).

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