

## Introduction

Failure to comply with this Acceptable Use Policy will result in the immediate suspension or termination of the Service, in accordance with the respective supply conditions. All requests for information regarding the content of this document shall be made by opening a ticket on [support.aruba.it](https://support.aruba.it).

## Breaches

It is forbidden to use the Aruba network and services to engage in and/or promote illegal, abusive or irresponsible behaviour, including:

- unauthorised access or unauthorised use of data, systems or networks, including any attempt to probe, examine or test the vulnerability of a system or network or to breach the security or authentication measures without the express authorisation of the owner of the system or network;
- putting in place or engaging in activities that interfere with the use of the Service by any user thereof, including but not limited to attacks using pirated software, cracks, key generators, serials, any type of cyberattacks including DOS attacks, viruses or other harmful components or deliberate attempts to overload a transmission system;
- creating situations of danger and/or instability and/or other technical problems following programming activities and/or means of use which have an impact on the quality of service of the customer or other customers, causing damage to customers, to Aruba and/or to third parties;
- collecting or using email addresses, names or other identifiers without the consent of the person concerned (including, without limitation, spam, phishing, internet scams, password theft and spidering);
- collecting or using third party information without the consent of the owner of the information;
- using and/or disseminating any false, misleading or deceptive information, including but not limited to the use of email or newsgroups;
- using the service for the distribution of software that fraudulently collects information about a user or fraudulently transmits user information;
- using the software distribution service known as "adware" unless: (i) in possession of explicit user permission to download and install the software on the basis of a clear and conspicuous notice on the nature of the software; (ii) it is software that can be easily removed using standard tools for this purpose included as part of the main operating systems (such as, by way of example, Microsoft "add/ remove programs");
- installing applications available online which could cause disruptions to the service or the infrastructure, as specified in further detail at [kb.aruba.it](https://kb.aruba.it);
- offering information to the public (textual or graphic) which is harmful to Aruba's image through the services provided;
- using Aruba Services to offer anonymous communication systems, without adequate preservation of identities according to that required by current legislation, including, but not limited to, so-called "TOR" or "anonymizer".

## Use of the system's resources

Users shall not be permitted either to use the service in a manner that interferes with the normal operation of Aruba services or make improper use of the system resources, including, but not limited to, the use of software that exhausts the performance capacity of the network, disk system and CPU on a shared platform (for example, cloud, hosting and email services, etc.) for prolonged time periods, other than for those services offered by Aruba on a dedicated basis or with 100% guarantee (including, but not limited to, dedicated servers and private clouds). In such circumstances Aruba may ask for operations to be restored to normal where such use is, at its sole discretion, in conflict with the use of the other users. The users shall not use equipment which is defective or non-compliant with European standards or which has malfunctions that can damage the integrity of the network and/or disrupt the Services and/or create risks to the physical safety of people. Aruba does not actually guarantee the compatibility of the equipment and programs (hardware and software) used by the Customer to make use of the services, as all respective checks are the exclusive responsibility of the Customer. Furthermore, the User shall use any web space purchased from Aruba solely for the publication of the website and not as a repository, i.e. as a tool for the mere storage of files and/or films/videos and/or material belonging to the User and/or downloadable also from other sites.

## Marketing emails

The dissemination of marketing messages is prohibited unless it can be demonstrated that:

- the recipients have given their prior consent to receive email messages via an express opt-in procedure;
- the procedures for collecting consent include appropriate tools to ensure that the consenting person is the holder of the email address for which consent was provided;
- proof of the recipient's consent is kept in a form that may be readily produced upon request, with the person receiving requests from Aruba being required to produce such proof of consent within 72 hours of receipt of the respective request;

- procedures have been implemented which enable a recipient to revoke their consent, including but not limited to a link in the body of the email or instructions to reply with the word "Remove" in the subject line, and it is possible to comply with withdrawal of consent within 48 hours of receipt, informing recipients that the withdrawal of their consent will be processed within a maximum of 48 hours;
- an email address for complaints is always displayed in a clearly visible location on each website associated with the email, and messages sent to this address are promptly checked.

It is not permitted to hide the sender of the email in any way. The sender's email address must appear in the body of the message or in the "From" field of the email.

These provisions apply to messages sent via the Service, or to messages sent from any network by the user or by any person on their behalf that directly or indirectly refer to the recipient of a site hosted through the Services. In addition, "third party" email services may not be used if they do not apply similar procedures to all of their customers. These requirements apply to the same extent to distribution lists created by third parties as if the list had been created by the Customer. Aruba reserves the right to check and monitor compliance with the provisions listed above at any time, including by means of a request for information with a sample through an opt-in method. Aruba may suspend the transmission of email messages which breach these provisions.

#### **SMTP Authentication - Policy**

In addition to the above provisions, it is not permitted to send email messages with similar content to more than two hundred and fifty (250) recipients via the Aruba SMTP servers. Attempts to circumvent this limitation by creating multiple accounts or by any other means shall be construed as a breach of this restriction.

Aruba reserves the right to suspend the transmission of messages that violate these provisions. Furthermore, mail services may be suspended or terminated if this Acceptable Use Policy is deemed to have been breached, in accordance with the general conditions of supply.

#### **Mail Relay**

In general it is not permitted to conduct bulk mail transmissions or transmissions of marketing information by email with a volume of more than 5,000 (five thousand) users per day with an average of 250 messages every 20 minutes. Customers wishing to send more than 5,000 messages per day must contact our support team for further information.

#### **Vulnerability testing**

The user shall not in any way attempt to probe, investigate, penetrate or test the vulnerability of the Aruba network system or breach the security of Aruba or its authentication procedures, either using passive or invasive techniques, without the express written consent of Aruba, nor may it perform these activities using the service provided by Aruba in respect of the networks and/or information of third parties without their express consent.

#### **Newsgroups, discussion forums and other networks**

The Customer acknowledges and agrees that the content of marketing messages, messages on any electronic bulletin board, group chat or other forum in which the Customer participates such as, but not limited to, IRC and USENET groups, shall comply with relevant laws and regulations in force. In addition, the Customer shall comply with the rules of any other network (network or circuit) which they access or participate in using the Aruba services.

#### **Offensive content**

The Customer is forbidden from posting, transmitting or storing on or via the network and the Aruba equipment any content or links to content which, in the reasonable opinion of Aruba:

- constitutes, depicts, encourages, promotes or relates in any way to paedophilia, racism, bigotry, or pornography which is not included in compliance with the respective regulations in force or accessible only to persons of legal age;
- is excessively violent, incites violence and contain threats, harassment or expressions of hatred;
- is unfair or deceptive in relation to consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or breaches the privacy of a person;
- creates a personal health or safety risk, poses a risk to public safety or public health, compromises national security or interferes with investigations by the Judicial Authority;
- improperly discloses trade secrets or other confidential or proprietary information belonging to third parties;
- is intended to help third parties to circumvent copyright;
- infringes the copyright of third parties, trademarks, patents or other proprietary rights of others;

- relates (or links) to online gambling sites and/or casinos, promotes illegal drugs, breaches laws on export control, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits illegal conduct according to the laws applicable in the relevant jurisdiction of the Customer or Aruba;
- is otherwise malicious, fraudulent or liable to give rise to legal action against Aruba.

Content "published or transmitted" through the network or Aruba infrastructure includes Web content, email, chat and any other type of publication or transmission that relies on the Internet.

#### Copyrighted material

It is prohibited to use the Aruba network to download, publish, distribute, copy or use in any way any text, music, software, art, images or other items protected by copyright, with the exception of cases in which:

- It has been expressly authorised by the copyright owner;
- It is otherwise permitted by the applicable copyright laws in the relevant jurisdiction.

#### Final provisions

The Customer shall transmit its personal data to Aruba, deemed necessary for the complete and correct execution of the contract; it also guarantees under its own personal and exclusive responsibility, that such data is correct, updated and accurate and that it enables its true identity to be identified. The Customer shall promptly notify Aruba of any changes to the data provided and in any case no later than 15 (fifteen) days from the occurrence of the afore-mentioned change, and shall also provide at any time, at the request of Aruba, adequate proof of its identity, domicile or residence and, if appropriate, its quality as legal representative of the legal person requesting or holding the Service. Upon receipt of the aforementioned communication, Aruba may ask the Customer for additional documentation providing evidence of the changes reported. If the Customer fails to provide Aruba with the aforementioned notice or the required documentation, or if the Customer provides Aruba with information which is found to be false, outdated or incomplete, or to which Aruba has reason to believe, at its sole discretion, such conditions apply, Aruba reserves the right to:

- a) Reject the request made by the Customer regarding the operations to be carried out in relation to the Service;
- b) Suspend the services with immediate effect, without notice and for an indefinite period;
- c) Cancel and/or discontinue without notice any of the data change operations associated with the Service;
- d) Terminate the contract.

The Customer agrees that if the public IP addresses assigned to its account are included on a blacklist (abuse database) like the one found at [www.spamhaus.org](http://www.spamhaus.org), the Customer will automatically be in breach of this Acceptable Use Policy; consequently, Aruba will take all measures it deems necessary to protect its IP addresses, including suspension and/or termination of the service, regardless of whether or not the IP addresses have been reported/included in the blacklist for reasons attributable to the Customer.

The Customer accepts that any data stored on a shared system may be quarantined or deleted if the data is infected by a virus or is otherwise corrupt, and has, at the sole discretion of Aruba, the potential to infect or cause damage to the system or data of other Customers operating on the same infrastructure.

The Customer shall observe the rules for the correct use of network resources commonly referred to as "netiquette".

#### SLA

No refund provided for in Aruba's "Service Level Agreement", where applicable, shall be granted for service interruptions resulting from breaches of this Acceptable Use Policy.