



Customer Homepages Terms and Conditions

1. You may use up to a maximum of 25Mb of space.
2. Commercial use of your Homepages space is permitted. This is an explicit exemption to the general Conditions of Use referring to selling on or sharing use of the service.
3. The Conditions of Use for the Standard Dial-Up account relating to disclosure of your passwords apply. Specifically your passwords are your responsibility and must not be disclosed to any third party.
4. You must maintain an index page called "index.htm" or "index.html" in the root directory of your Homepages space.
5. You must accept mail to webmaster@hostname.powernet.co.uk as a precondition of using the Homepages service.
6. No user defined CGIs are permitted.
7. Support is only available for uploading, downloading and viewing pages. No support will be given for HTML authoring or page design.
8. No logs or any detail of who visited your site will be made available.
9. You will be responsible for retaining copies of your own data. Power Internet will not keep backups of your pages. You may, however, download your own pages by FTP (using your account host name and password) for backup.
10. Power Internet accepts no responsibility for loss of data, information in any form or other matters whatsoever which result from the use of this service.
11. Power Internet accept no responsibility for hit counts being reset or incorrect.
12. You will be responsible for the content of your Homepages site, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate English law.
13. You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your Homepages site.
14. You must ensure that your index.htm or index.html file [the first to be viewed on a site] does not contain any material liable to offend. A clearly readable warning page must be displayed before any adult material is displayed.
15. Your homepages site may not be used to distribute or advertise any of the following:
 - a) software for sending SPAM (bulk emails, excessive news postings, etc.).
 - b) lists of email addresses except where all the addressees have given their explicit permission.
 - c) Any collection of personal data other than in accordance with the Data Protection Act and the Data Protection Principles

16. You may not advertise your Homepages site, or cause another person to advertise it, by techniques that would be classified as abuse if they were carried out from a Powernet Account. This includes, but is not limited to, bulk emailing and excessive news posting. Such action may be treated under the appropriate AUP as if it had been done from the Account, or as a violation of this AUP or both.
17. Power Internet shall not be held liable for any loss however occasioned as a result of the suspension, removal or unavailability of a customer's Homepages site or material stored within it.
18. If you do not keep the index file (index.htm or index.html) in the root directory of your Homepages space for a period of 6 weeks, the hostname (www.hostname.powernet.co.uk) may be withdrawn and your Homepages site may be deleted.
19. If your account is barred for any reason (e.g. non-payment) access to your Homepages site may be suspended.
20. When you close your account, your Homepages site will be deleted.
21. The limit on space is imposed by the process that accepts uploads. If you attempt to upload a file that exceeds your available free space the upload will normally fail. Should this check not operate for any reason, Powernet Internet reserve the right to request that you immediately remove enough files to bring you below the limit.
22. Power Internet reserve the right to remove any material from the Homepages service at their sole discretion, without prior notice and without explanation.
23. Power Internet reserve the right to suspend any or all of the Homepages service at any time, without prior notice and without explanation.
24. Power Internet will require sites that they consider to show excessive use to be modified or be moved to a different server. Excessive use shall be as currently defined at www.powernet.net/www/homepages/
25. Power Internet reserve the right to make a charge for any assessment of suspended sites.
26. Power Internet reserve the right to vary the definition of 'excessive use' at their sole discretion at any time without prior notice.
27. By uploading to the Homepages host, you will be deemed to have agreed to and accepted the terms and conditions of use of the Homepages service.
28. Power Internet reserve the right to vary the Conditions of Use and acceptable use policy for the Homepages service at their sole discretion at any time and without prior notice.
29. Any decision made by Power Internet in relation to this service shall be final.