

**Acceptable Use Policy**  
**Version: 12 June 2018**

**1. Cloud Server(s)**

**1.1. Description:**

Cloud server(s) are a combination of hardware and software items used to host and deliver services and applications upon them. These hardware and software items include but are not limited to the following; Central Processing Unit (CPU), Random Access Memory (RAM), Hard Disk Drives (HDD), Operation Systems (OS) and User Access Licenses.

**2. Features and Functionality:**

- 2.1. Cloud server(s) can be selected to be provided with a compatible operating system, this operating system license can be provided by Everest in conjunction with an order if selected.
- 2.2. Cloud server(s) resources are scalable, additional CPU, RAM and HDD resources can be purchased from Everest as required.

**3. Compatible Operating Systems Only:**

- 3.1. Client agrees to only operate Operating Systems currently compatible by Everest.
- 3.2. Currently supported operating systems are listed below.
- 3.3. Everest must be informed by clients if they intend to use or load an Operating system not listed below.

Vendor	Family	Release/Edition
Microsoft	Windows Server 2016	
Microsoft	Windows Server 2012	R2
Microsoft	Windows Server 2012	
Microsoft	Windows Server 2008	R2
Microsoft	Windows Server 2008	
Microsoft	Windows Server 2003	R2
Microsoft	Windows Server 2003	
RedHat Enterprise Linux	7.x, 6.x, 5.x, 4.x	
CentOS	7.x, 6.x, 5.x	
Oracle Linux	7.x, 6.x, 5.x	
SLES	12	SP2, SP1, SPO
SLES	11	SP4, SP3
SLES	10	SP4
Ubuntu	16.10	
Ubuntu	16.04 LTS	
Ubuntu	15.10	
Ubuntu	15.04	
Ubuntu	14.10	
Ubuntu	14.04 LTS	
Ubuntu	13.04	
Ubuntu	12.04 LTS	
Ubuntu	10.04 TS	

**4. Restrictions:**

- 4.1. Client must not exceed the storage limited set out within the order form.
- 4.2. Client must not use the Cloud Server(s) for the generation of cryptocurrencies e.g. Bitcoin.

## 5. Dedicated Cloud Firewall(s)

### 5.1. Description:

Dedicated Cloud firewall(s) act as a virtual internet gateway for Cloud Server(s) hosted within 3verest. 3verest provides a Virtual Internet Gateway for Client's use with 3verest services. A dedicated Cloud Firewall is provisioned and issued by use of one (1) client only.

## 6. Features and Functionality:

- 6.1. Dedicated Cloud firewalls provide the following features and functionality;
- 6.2. Firewall functionality, TCP/IP (IPv4 and IPv6) networking, Site-to-Site VPN Capabilities, SSL-VPN capabilities, NAT capabilities, QOS capabilities.

## 7. Restrictions:

- 7.1. Should 3verest discover Client's direct or indirect use of the Virtual Internet Gateway is causing and/or contributing to any malicious purpose or abusive practice.
- 7.2. Any time spent by 3verest diagnosing, tracing, correcting and/or remediating the abusive/malicious practice maybe billed in accordance to our rate card.
- 7.3. 3verest does actively monitor bandwidth use by Client; 3verest reserves the right to throttle bandwidth of Client at 3verest's sole discretion.
- 7.4. A single dedicated firewall comes with a bandwidth data exchange limit of 500GB per month.
- 7.5. You may not delegate or sell bandwidth to 3<sup>rd</sup> parties or provide file sharing or torrent services.
- 7.6. Connecting any computer system to the internet carries risks. Use of web browsers and other internet software applications, increases the likelihood of malware infections, unwanted software, and or security becoming compromised.
- 7.7. Client must use internet software responsibly and accept all risks and consequences associated with its use.
- 7.8. Client must educate its users on how to recognise non-reputable websites, and not to disclose or transmit personally identifiable information in a web browser unless the authenticity of the site has been verified and the connection is secured.
- 7.9. If a Client does not wish to grant users access to internet services, the Client should contact 3verest.

## 8. Shared Cloud Firewall(s)

### 8.1. Description:

Shared Cloud firewall(s) act as a virtual internet gateway for Cloud Server(s) or other services hosted within 3verest. A Shared Cloud Firewall is provisioned and its use is logically shared between clients or services provided by 3verest.

## 9. Features and Functionality:

- 9.1. Dedicated Cloud firewalls provide the following features and functionality; TCP/IP (IPv4 and IPv6) networking, Site-to-Site VPN Capabilities, SSL-VPN capabilities, NAT capabilities, QOS capabilities.
- 9.2. These features are configured and adjusted to match the service offering prescribed within a client's order form.

## **10. Restrictions:**

- 10.1. Should 3verest discover Client's direct or indirect use of the Virtual Internet Gateway is causing, participating in, and/or contributing to any malicious purpose or abusive practice.
- 10.2. Any time spent by 3verest diagnosing, tracing, correcting and/or remediating the abusive/malicious practice maybe billed in accordance to our rate card.
- 10.3. 3verest does actively monitor bandwidth use by Client; 3verest reserves the right to throttle bandwidth of Client at 3verest's sole discretion.
- 10.4. A single dedicated firewall comes with a bandwidth data exchange limit of 500GB per month.
- 10.5. You may not delegate or sell bandwidth to 3<sup>rd</sup> parties or provide file sharing or torrent services.
- 10.6. Connecting any computer system to the internet carries risks. Use of web browsers and other internet software applications, increases the likelihood of malware infections, unwanted software, and or security becoming compromised.
- 10.7. Client must use internet software responsibly and accept all risks and consequences associated with its use.
- 10.8. Client must educate its users on how to recognise non-reputable websites, and not to disclose or transmit personally identifiable information in a web browser unless the authenticity of the site has been verified and the connection is secured.
- 10.9. If Client does not wish to grant users access to internet services, Client should contact 3verest.

## **11. Cloud Backup(s)**

### **11.1. Description:**

Cloud backup(s) are copies of snapshots taken of Cloud Server(s) and/or Cloud Firewall(s) at points in time for the purposes of recovery and/or restoration of data and/or services.

## **12. Features and functionality:**

- 12.1. Cloud backup(s) enable Cloud Server(s) to be backed up and copies retained as specified at the time of ordering.
- 12.2. Retention periods are set at the time of ordering, these can be adjusted or amended by placing additional orders with 3verest.
- 12.3. Additional retention periods can be purchased as required by contacting 3verest and placing an additional Cloud backup order.
- 12.4. Backup logs are checked at regular intervals by 3verest staff, in the event backups could not be run 3verest staff will attempt to correct the issues, if unable or adjustments are required 3verest will inform your notified contact in order to keep you updated on the situation and seek authority for possibly changed required.

## **13. Restrictions:**

- 13.1. 3verest maintains a standard backup retention period of 7 days only, unless otherwise requested and agreed. Any data backed up outside of this retention period will not be kept or available for restore.
- 13.2. 3verest will not accept responsibility for any data loss outside of our backup retention period.

13.3. Cloud Backup(s) are intended to back up the data hosted upon Cloud Server(s) within 3verest.

13.4. If the storage space required for Cloud Backup(s) exceeds the amount agreed at the point of purchase or agreed quota set additional charged will be incurred which are set out within the respective order form.

#### **14. Total Cloud Backup(s) Powered by Veeam**

##### **14.1. Description:**

Total Cloud Backup(s) are copies of data sourced from client computers and/or servers located outside of the 3verest environment, Total Cloud Backup(s) are stored within 3verest aiming to provide a secure offsite source of data recovery and/or restoration of services to their original source.

##### **15. Features and functionality:**

15.1. Total Cloud Backup(s) can act as an off-site backup

15.2. Retention periods are configurable by the end Client and their responsibility.

15.3. Additional retention periods can be purchased as required by contacted 3verest and placing an additional Cloud backup.

15.4. Backup logs are checked at regular intervals by 3verest staff, in the event backups could not be successfully executed 3verest will inform your notified contact.

##### **16. Restrictions:**

16.1. 3verest maintains a standard backup retention period of 7 days only, unless otherwise requested and agreed. Any data backed up outside of this retention period will not be kept or available for restore.

16.2. 3verest will not accept responsibility for any data loss outside of our backup retention period.

16.3. If the storage space required for Total Cloud Backup(s) exceeds the amount specified in the applicable order form you can purchase additional storage space.

#### **17. Disaster Recovery Replication Service(s)**

##### **17.1. Description:**

The Disaster Recovery Replication Service(s) facilitates the replication of Cloud Server(s) hosted within a given 3verest data centre and/or region to another 3verest data centre and/or region with an aim to provide resilience against data centre or regional outages

##### **18. Features and functionality:**

18.1. Based on virtual server snapshots performed at scheduled intervals (e.g. every 1 hour)

18.2. Replication logs are checked at regular intervals by 3verest staff, in the event backups could not be successfully executed 3verest will inform your notified contact.

##### **19. Restrictions:**

19.1. Disaster Recovery Replication Service(s) are not intended and should not be mistaken for a backup or archival service, this service is to enable business recovery and continuity in the event of a serious technical issue within a given data center and/or region.

## **20. Offsite Disaster Recovery Backup(s)**

### **20.1. Description:**

Disaster Recovery Backup(s) are copies of computers and/or servers hosted outside of the 3verest environment, these backups are hosted within 3verest aiming to provide a source of data recovery and/or restoration of services to their original source.

20.2.As an additional service these copies can also be transformed in to standby replica Cloud Server(s) at regular intervals which would act as a Disaster Recovery solution.

### **21. Features and functionality:**

21.1.Disaster Recovery Backup(s) can act as an off-site backup

21.2.Retention periods are customisable at the time of ordering, these can be adjusted or amended by placing additional orders with 3verest.

21.3.Additional retention periods can be purchased as required by contacted 3verest and placing an additional Cloud backup.

21.4.Backup logs are checked at regular intervals 3verest staff, in the event backups could not be run 3verest staff will attempt to correct the issues, if unable or adjustments are required 3verest will inform your notified contact

### **22. Restrictions:**

22.1.3verest maintains a standard backup retention period of 7 days only, unless otherwise requested and agreed. Any data backed up outside of this retention period will not be kept or available for restore.

22.2.3verest will not accept responsibility for any data loss outside of our backup retention period.

22.3. If the storage space required for Disaster Recovery Backup(s) exceeds the amount specified in the applicable order form you can purchase additional storage space.

## **23. General Restrictions**

### **24. Open Source Products**

3verest offers absolutely no warranty on any open source products running on our servers. Open source products are entirely the responsibility of the client.

### **25. Penetration Tests**

25.1. 3verest is under no obligation to authorise any penetration tests.

25.2. Client may request 3verest to allow penetration testing, however 3verest will need to authorise and agree to the terms of the penetration testing.

25.3. 3verest have specific protocols and response measures which must be pre-activated prior to beginning such testing in order to reduce the effect of any potential downtime caused by such testing.

### **26. Hardware**

26.1. 3verest reserves the right to upgrade hardware without notifying the client provided that the level of service remains consistent or improves.

### **27. IP Addresses**

27.1. The client cannot use IP addresses that were not assigned to them by 3verest staff. Any server found using IP's that were not officially assigned, will be suspended from network access until such time as the IP addresses overlap can be corrected.

27.2. No Everest IP address is portable or transferable.

**28. Email Services**

28.1. Everest reserves the right at its sole discretion at any time, to block any and all email and/or attachments deemed inappropriate or high risk.

**29. If your Cloud Server or Service is hacked**

29.1. Everest hold no responsibility for servers or websites which are hacked and may need to shutdown servers or websites to avoid network saturation and malicious activity on our network.

**30. Returned Data Formats**

30.1. If requested Everest will return data hosted in the following formats; .XLS, .TXT, .CSV, .VMDK, .VHD when and where applicable.