



Acceptable Use Policy

Estalytics Ltd trading as Stalytics

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For an accessible HTML version of this document, visit:

<https://stalytics.com/privacy/acceptable-use-policy.php>

Introduction

This Acceptable Use Policy ("AUP") governs the acceptable use of Stalytics' Services, systems, tools, platforms, portals, file-sharing facilities, communication channels and related resources made available to the Client (collectively, the "Stalytics Resources"), and the conduct expected of the Client and its users when submitting materials to, communicating with, or otherwise interacting with Stalytics.

This AUP is incorporated by reference into the [Master Terms & Conditions](#) (the "Principal Agreement"). A violation of this AUP constitutes a breach of the Principal Agreement. By requesting, purchasing, accessing or using the Services or any Stalytics Resources, the Client agrees to comply with this AUP.

This AUP applies to all current Services, including the Basic Website Compliance Risk Snapshot, the Standard Website Compliance Risk Audit, and any Enterprise or bespoke Services. Where Stalytics separately agrees in writing to provide hosting, managed support or infrastructure services (which are not part of the standard Services), the additional provisions in clause 6 (Hosting and Infrastructure Services) shall also apply.

1. Definitions

- 1.1 Capitalised terms used in this AUP, including "Agreement", "Client", "Client Materials", "Deliverables", "Master Terms & Conditions", "Principal Agreement", "Services" and "Stalytics", have the meanings given to them in the [Master Terms & Conditions](#), unless the context requires otherwise. Words in the singular include the plural and words in the plural include the singular.

- 1.2 ["Copyright Policy"](#) means Stalytics' copyright policy, which sets out how copyright and related Intellectual Property Rights apply and the procedure for reporting suspected infringement.
- 1.3 "Stalytics Resources" means the Services, systems, tools, platforms, portals, secure-link and file-sharing facilities, email and communication channels, and related resources made available by Stalytics to the Client in connection with the Services.

2. General Standards of Use

- 2.1 The Client shall use the Stalytics Resources only for lawful business purposes connected with the Services and in accordance with the Agreement.
- 2.2 The Client shall not use the Stalytics Resources in any way that is unlawful, fraudulent, misleading, abusive, defamatory, discriminatory, infringing, or otherwise prohibited by the Agreement.
- 2.3 The Client shall ensure that anyone it permits to access or use the Stalytics Resources on its behalf is aware of and complies with this AUP.

3. Prohibited Activities

- 3.1 The Client shall not use the Stalytics Resources to engage in, promote, or facilitate any of the following:
- 3.1.1 Illegal and harmful content:
- 3.1.1.1 transmitting, storing, submitting or distributing any content or material that violates any applicable law or regulation in the United Kingdom or the Client's jurisdiction, including material that is defamatory, fraudulent or obscene;
 - 3.1.1.2 transmitting, submitting, storing, distributing or linking to any material that exploits children or depicts child sexual abuse. Stalytics operates a zero-tolerance policy for such material and will report it to law enforcement authorities immediately;
 - 3.1.1.3 creating, submitting or transmitting content that harasses, threatens, or encourages bodily harm or the destruction of property.
- 3.1.2 Security and systems abuse:
- 3.1.2.1 introducing, distributing or executing malicious software, including viruses, malware, worms, trojans, ransomware or any other software intended to damage or disrupt a computer, network or system;
 - 3.1.2.2 attempting to gain unauthorised access to, or to interfere with, any system, network, account, tool, portal or data belonging to Stalytics or any third party, including any form of hacking, port scanning or unauthorised vulnerability scanning;
 - 3.1.2.3 initiating or participating in any activity that interferes with another user's or network's ability to access services, including denial-of-service (DoS) or distributed denial-of-service (DDoS) activity;
 - 3.1.2.4 any activity that disrupts, or places a disproportionate or excessive load on, the stability, security or performance of Stalytics' systems, tools or resources, the reasonable determination of which shall be at Stalytics' discretion.

- 3.1.3 Communication abuse:
 - 3.1.3.1 sending, or assisting in the sending of, unsolicited bulk communications (spam) through or using the Stalytics Resources;
 - 3.1.3.2 forging or misrepresenting message headers or other identifying information;
 - 3.1.3.3 using the Stalytics Resources to deceive any person into disclosing personal or financial information (phishing).
- 3.1.4 Submission of inappropriate materials:
 - 3.1.4.1 submitting unnecessary personal data, special category data, criminal offence data, passwords, credentials, private keys, payment card details, or confidential third-party information, except where expressly requested by Stalytics or clearly required for the agreed scope of the Services (see also clause 4 of the [Master Terms & Conditions](#));
 - 3.1.4.2 submitting Client Materials that the Client does not have the rights, permissions, licences, consents or authority to provide;
 - 3.1.4.3 submitting materials that are misleading, falsified, or intended to cause Stalytics to produce a misleading or inaccurate Deliverable.
- 3.1.5 Intellectual property infringement:
 - 3.1.5.1 using the Stalytics Resources to infringe the patent, copyright, trademark, trade secret, database rights or other Intellectual Property Rights of any third party, including hosting or distributing unlicensed software, music, video or other copyrighted material. Where a person believes their Intellectual Property Rights have been infringed, the procedure in the [Copyright Policy](#) applies.
- 3.1.6 Misuse of Deliverables and findings:
 - 3.1.6.1 using or representing any Deliverable, report, finding, observation or recommendation in a manner prohibited by clause 4, clause 8 or clause 17 of the [Master Terms & Conditions](#), including misrepresenting a Deliverable as legal advice, certification, regulatory approval or guaranteed compliance;
 - 3.1.6.2 requesting, instructing or encouraging Stalytics to falsify, conceal, alter, suppress or misrepresent findings, evidence, risks, observations or limitations.

4. Enforcement and Violations

- 4.1 Stalytics may investigate any suspected violation of this AUP. Where Stalytics reasonably determines that a violation has occurred, it may take action, with or without prior notice where reasonably necessary, that is proportionate to the severity of the violation. Such action may include one or more of the following:
 - 4.1.1 issuing a warning;
 - 4.1.2 suspending, restricting or pausing access to the Services or Stalytics Resources;
 - 4.1.3 removing, restricting, returning or refusing to process the offending material;

- 4.1.4 suspending or terminating the Services and the Principal Agreement in accordance with clause 7 of the [Master Terms & Conditions](#);
- 4.1.5 reporting the activity to law enforcement authorities and, at Stalytics' discretion, escalating serious violations to relevant regulators or seeking remedies through the courts.
- 4.2 Where the Services are terminated due to the Client's violation of this AUP, refunds shall be assessed in accordance with clause 7 of the [Master Terms & Conditions](#) and the [Pricing Transparency Policy](#).
- 4.3 Stalytics may recover from the Client the reasonable costs of investigating and addressing a violation of this AUP that is caused by the Client, subject to and in accordance with clause 12 of the [Master Terms & Conditions](#).

5. Reporting Violations

- 5.1 To report a suspected violation of this AUP, please contact Stalytics at support@stalytics.com, providing as much detail as possible to assist any investigation.

6. Hosting and Infrastructure Services (where separately agreed)

- 6.1 This clause 6 applies only where Stalytics has expressly agreed in writing to provide hosting, managed support, infrastructure or related services to the Client. These services do not form part of Stalytics' standard Services and are not provided unless separately agreed under clause 3.7.10 of the [Master Terms & Conditions](#).
- 6.2 Where clause 6 applies, the Client shall not, in addition to the restrictions in clause 3:
 - 6.2.1 use the hosting or infrastructure for purposes other than standard business website hosting, as reasonably determined by Stalytics;
 - 6.2.2 operate cryptocurrency mining operations, public file-sharing or "cyberlocker" services, or any activity that places a disproportionate load on shared infrastructure;
 - 6.2.3 use the hosting or infrastructure in a way that negatively impacts the performance, stability or security of any shared environment for other clients.
- 6.3 Where clause 6 applies, Stalytics may monitor its network and systems, including data traffic, to the extent reasonably necessary to ensure compliance with this AUP and to maintain the security and integrity of the relevant services, in accordance with the [Privacy Policy](#) and applicable law.

7. Policy Updates

- 7.1 Stalytics may update this AUP from time to time. The latest version will be published on this page and the "Last Updated" date will be amended. Where a change is material, Stalytics will make reasonable efforts to notify Clients, for example by email or website notice, and material changes affecting the Client's rights or obligations will be notified with reasonable notice in accordance with clause 2.10 of the [Master Terms & Conditions](#). Continued use of the Services after a change has taken effect constitutes acceptance of the updated AUP.

8. Governing Law

- 8.1 This AUP is governed by and construed in accordance with the law of England and Wales, and the jurisdiction and dispute-resolution provisions of the [Master Terms & Conditions](#) apply.

9. Contact Us

- 9.1 If you have any questions about this Acceptable Use Policy, please contact us:
- 9.1.1 Estalytics Ltd (trading as Stalytics);
 - 9.1.2 General support and enquiries: support@stalytics.com;
 - 9.1.3 Data protection enquiries: privacy@stalytics.com;
 - 9.1.4 Registered Office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX;
 - 9.1.5 Registered in England and Wales;
 - 9.1.6 Company No: 16412155;
 - 9.1.7 VAT No: 494843934;
 - 9.1.8 Information Commissioner's Office registration number: ZB950355.