



## **Acceptable Use Policy for axigent technologies group, inc.**

### **Background**

From time to time axigent technologies group, may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are called Acceptable Use Policies (AUPs) and are posted on the Internet at <http://www.axigent.net/policies/> The AUPs are not exhaustive and Axigent reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to [www.axigent.net/terms/](http://www.axigent.net/terms/) or notification of the modified AUPs. By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as Axigent deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM Axigent. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS AXIGENT'S POLICY TO TERMINATE REPEAT INFRINGERS. AXIGENT RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

### **Customer Security Responsibilities**

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labor used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at \$250 USD per hour. Enquiries regarding security matters may be directed to [security@axigent.net](mailto:security@axigent.net).

## **System and Network Security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. Axigent may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Axigent. Such labor is categorized as emergency security breach recovery and is currently charged at \$250 USD per hour required. Enquiries regarding security matters may be directed to [security@axigent.net](mailto:security@axigent.net). Axigent is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Axigent urges its customers to assume that all of their online communications are insecure. Axigent cannot take responsibility for the security of information transmitted over Axigent's facilities.

## **Password Protection**

The customer is responsible for protecting customer's password and for any authorized or unauthorized use made of customer's password. The customer will not use or permit anyone to use Axigent's service to guess passwords or to access other systems or

networks without authorization. Axigent will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

### **Internet Etiquette**

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which Axigent may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, tortuous, indecently depicts children or is likely to result in retaliation against Axigent by offended users. Axigent reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

### **Copyright Infringement - Software Piracy Policy**

The Axigent network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined up to \$250,000 and/or receive up to 5 years in jail.

In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to: [security@axigent.net](mailto:security@axigent.net).

Axigent will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy as it deems necessary.

### **Lawful Purpose**

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to: copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.

Using any Axigent service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of Axigent services or products is prohibited. Using the Axigent network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within Axigent network are open to the public. You are solely responsible for your usage of the Axigent network and servers and any statement you make on servers hosted within the Axigent network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

### **Child Pornography on the Internet**

Axigent will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the Axigent network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

### **Unsolicited Commercial Email/Unsolicited Bulk Email (UCE/UBE)**

Unsolicited commercial email (UCE) is defined by Axigent as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) sent for purposes of distributing commercial information of any kind, soliciting the purchase or sale of products or services or soliciting any transfer of funds to a recipient who has not agreed to receive such communication.

Unsolicited bulk e-mail (UBE) is defined by Axigent as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) to multiple recipients who have not agreed to receive such communication.

Use of the Axigent network, servers or services to transmit any unsolicited commercial or unsolicited bulk-e-mail is expressly prohibited, as is hosting web sites or services on a server which are advertised in any UCE/UBE. Axigent also prohibits the sending of any fraudulent, malicious, harassing, false or misleading electronic communications, including, without limitation, chain letters, pyramid schemes, or e-mails with forged headers. Posting off-topic advertisements to Usenet discussion groups, ICQ, Instant Messenger, etc., is also expressly prohibited. Additionally, Axigent customers are expressly prohibited from sending any UCE/UBE from our network or any email from another network that in any way references a document, image, or Web site that resides on the Axigent network or in one of our data centers. Violations of this type may result in the termination of the offending Axigent account. Our customers are ultimately responsible for any violations of the AUP by their clients, and any violation of the AUP by a client of a Axigent customer shall be deemed a violation of the AUP by such Axigent customer.

Customers whose actions directly or indirectly result in Axigent IP space being listed in any of the various abuse databases may be subject to having the offending domain(s), server(s), or user(s) immediately removed from our network. In addition, if Axigent in its sole discretion determines that a customer is in violation of our AUP, Axigent may, at its sole discretion, restrict, suspend or terminate a customer's account. Axigent will, in most cases, attempt to contact a customer prior to suspension or termination of a server(s), but can not guarantee prior notification. Any server suspended or terminated for AUP violations will be reconnected only after the customer agrees to cease all activities that violate the Axigent AUP and pays all applicable reconnect fees and related charges. Any server suspended a second time for AUP violations WILL be immediately and permanently removed from our network.

Customers that Axigent determines in its sole discretion to be in violation of the Axigent AUP may be subject to additional fees or fines including, without limitation, any applicable reconnect fees.

Violation of Axigent's UCE/UBE policy may be reported to [abuse@axigent.net](mailto:abuse@axigent.net).

### **IP Address Overlap**

Axigent administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Axigent staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

## **Billing**

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

## **Suspension**

If Axigent in its sole discretion determines that a customer's server has become the source or target of any violation concerning the Axigent Acceptable Use Policy (AUP), Axigent reserves the right to suspend network access to that server. While Axigent will attempt to contact the customer before suspending network access to the customer's server(s), prior notification to the customer is not assured. In certain cases, Axigent will contact law enforcement and other agencies regarding these activities. Customers are responsible for all charges, as well as any fees relating to the investigation, suspension, administration and handling of their servers before, during and after the suspension period.

## **Cancellation**

Axigent reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation will be prorated and paid by Axigent if Axigent institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.).

## **Indemnification**

Axigent wishes to emphasize that in signing the Master Services Agreement or its equivalent, customer indemnifies Axigent for any violation of the Master Services Agreement or its equivalent, law or AUP that results in loss to Axigent or the bringing of any claim against Axigent by any third-party. This means that if Axigent is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Axigent, plus costs and reasonable attorney's fees.

## **Disclaimer of Responsibility**

Axigent is under no duty to look at each customer's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. Axigent disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.**