

# Acceptable Use Policy

## Introduction

Tech3 Business Systems, LLC's ("TECH3") Acceptable Use Policy ("AUP") for products and services is designed to help protect TECH3, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

TECH3 makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the Internet, including data information transmitted via any server designated as "secure." TECH3 does not monitor, exercise control over, or accept responsibility for the content of information passing through its network. All persons and organizations, including TECH3 customers, who transmit information over or who publish information that is made accessible through TECH3's network are responsible for the content of the information and for complying with the laws applicable to its publication. TECH3 will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

## Customer Responsibilities

Each TECH3 customer (commercial and ISP/reseller) is responsible for the activities of its own customers or end-users and, by accepting service from TECH3, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

## Prohibited Conduct

TECH3's services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. TECH3 customers may not abuse or fraudulently use TECH3 products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

(1) Child Pornography: It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

(2) Inappropriate Content: Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by TECH3, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.

(3) Denial of Service: Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from TECH3's IP Security Manager.

(4) Distribution of Viruses: Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by TECH3 from accessing the network.

(5) Forging Headers: Forging or misrepresenting a message header of an electronic transmission originating or passing through TECH3's network.

(6) Email Spamming [or Mailbombing]: The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use TECH3 servers as a mail drop or nameserver for SPAM. Sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by TECH3, including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk emailers on the TECH3 network - removal of complainants is required, as is the creation of a master no-send list. Bulk emailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk emailers will also be required to demonstrate a definitive prior business relationship between the sender and the recipient. Utilizing a customer affiliate program to generate leads makes a TECH3 Customer responsible for the actions of its affiliates. This control includes, but is not limited to,

blocking affiliate links and sending the affiliate traffic to a 404 error type page.

(7) Fraudulent Activities: Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

(8) Unauthorized Access: Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using TECH3 services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.

(9) Network Sabotage: Use of TECH3 products and services in a manner that interferes with others' use of the Internet or TECH3's network.

(10) Pyramid Schemes: Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

(11) Unlawful Acts: Use of TECH3 products and services to violate the law or in aid of any unlawful act.

(12) Non-email Based Spamming: Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the TECH3 network is prohibited.

(13) Facilitating a Violation of this AUP: Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

(14) Blacklisting: Behavior by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from TECH3. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

## Violations and Enforcement

At TECH3's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the affected service if customer does not cease the violation. TECH3 may immediately suspend or terminate service with or without notice if TECH3 reasonably determines that a violation of the AUP has occurred. TECH3 will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service. TECH3 is not liable for damages of any nature suffered by any customer, end-user, or any third party resulting in whole or in part from TECH3 exercising its rights under this AUP. TECH3 has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the TECH3 network but, where possible and necessary, may do so at its discretion. Therefore, TECH3 does not assume liability for others' violations of the AUP or failures to terminate those violations. TECH3 reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.

\*TECH3 reserves the right to modify this AUP at any time without prior notification to customers.

To report a violation of this AUP or an abuse of TECH3's services, please e-mail: [abuse@Tech3 Business Systems, LLC.com](mailto:abuse@Tech3 Business Systems, LLC.com).