

# **POWER.NET Acceptable Use and Service Guidelines**

These POWER.NET Acceptable Use Guidelines ("Usage Guidelines") describe the proper kinds of conduct and prohibited uses of POWER.NET's network services (the "Services"), as described and subscribed to pursuant to the Hosting Agreement posted at [www.power.net](http://www.power.net) (the "Hosting Agreement").

These Usage Guidelines are not exhaustive and POWER.NET reserves the right to modify these Usage Guidelines at any time, effective upon posting of the modified Usage Guidelines to [www.power.net](http://www.power.net).

By registering for and using the Services, and thereby accepting the terms and conditions of the Hosting Agreement, you agree to abide by these Usage Guidelines as modified from time to time.

Any violation of these Usage Guidelines may result in the suspension or termination of your account or such other action as POWER.NET deems appropriate, which is described further in the Hosting Agreement.

## **1. YOUR GENERAL RESPONSIBILITIES**

The Services enable you to develop and display a Web site through which you can interact with users of the Internet and retrieve and send information.

Generally, POWER.NET will not actively monitor, censor, or directly control any content that is or will be displayed on your Web site(s) or information that you collect or use through your Web site(s).

POWER.NET, however, provides the Services with the goals of (a) ensuring security, reliability and privacy of the Services and the users of the Services, (b) maintaining an image and reputation of POWER.NET as a responsible provider of the Services, (c) preserving the value of Internet resources as a conduit for free expression, (d) encouraging the responsible use of Internet resources and discouraging degrading, libelous or illegal uses of such resources.

Consequently, POWER.NET expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette, in furtherance of the above stated goals.

**VIOLATION OF ANY OF THESE GUIDELINES IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM POWER.NET ACCORDING TO THE HOSTING AGREEMENT. YOU WILL 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 POWER.NET'S POLICY TO TERMINATE REPEAT INFRINGERS.**

## **2. ILLEGAL OR HARMFUL USE**

You may use the Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or these Usage Guidelines is prohibited.

POWER.NET reserves the rights to restrict or prohibit any and all uses of the Services or content on your Web site(s) and to remove such materials from its servers, that POWER.NET determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other POWER.NET customers, or any third party.

The following non-exhaustive list details the kinds of illegal or harmful conduct are prohibited.

**Infringement.** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

**Offensive Materials.** Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

**Export Violations.** Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.

**Harmful Content.** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

**Fraudulent Conduct.** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

## **3. SYSTEM AND NETWORK SECURITY AND INTEGRITY**

Violations of POWER.NET's or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal and civil liability. POWER.NET may investigate incidents involving such violations. POWER.NET may involve and cooperate with law enforcement if a criminal violation is suspected.

Examples of server, system or network security violations include, without limitation, the following:

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

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

**Intentional Interference.** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

**Falsification of Origin.** Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.

**Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on the Services such as timing out.

**Failure to Safeguard Accounts.** Failing to prevent unauthorized access to accounts, including any account passwords.

#### **4. E-MAIL**

You may not distribute, publish, or send any of the following types of e-mail:

Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails.

Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.

Harassing e-mail, whether through language, frequency, or size of messages.

Chain letters.

Malicious e-mail, including without limitation "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).

E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

In addition, you may not use POWER.NET's mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THE USAGE GUIDELINES, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE USAGE GUIDELINES BY YOU.**

If you want to report any violations of these Usage Guidelines, please contact [abuse@POWER.NET](mailto:abuse@POWER.NET)