



# Acceptable Use Policy

## Overview

**Defined as client-based accounts on web servers administered by i7MEDIA, LLC.**

- Adult content is not allowed. This includes, but is not limited to, pornographic images, text, and sound files.
- IRC servers, IRC bots, and Mush/Moo/Mud servers are forbidden.
- Spam is strictly forbidden. Any instances of spam relating to your web site will result in account deactivation and a fine for each complaint we receive.
- Sites which place an unreasonable load on the server due to excessive CGI scripts, etc. will be suspended and we will ask the owner to reduce the site load or move to a dedicated server.
- Hate literature, material in violation of copyright laws, and other illegal material are not permitted.

## Electronic Mail

Your i7MEDIA account gives you the ability to send and receive electronic mail. i7MEDIA believes that electronic mail should be used for personal communication and not as a broadcast medium. The following examples are non-exclusive and are provided for your guidance.

You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.

Individuals who are operating their own mail servers should ensure that their systems are secured against external relaying to prevent abuse of resources.

Individuals who maintain mailing lists should ensure that their mailing list software requires confirmation of subscription to prevent malicious subscriptions to lists by third parties. In addition, messages sent to mailing lists must include information on the procedures necessary to unsubscribe from the list.

You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.

Forging, altering or removing electronic mail headers is prohibited.



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You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing").

You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.

You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.

i7MEDIA accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider.

If you use the services of another provider to promote a web site hosted by or through i7MEDIA, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such site.

Not every "flame" message or angry exchange of email or newsgroup posting can automatically be considered harassment. i7MEDIA is not responsible for the content or tone of any email or other transmissions of the subscribers to its service or other parties using the Internet. Subscribers or others should not expect that i7MEDIA will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. The Internet is a network intended for use by mature, adult users. All users should recognize this principle and undertake at all times to act with respect, courtesy and responsibility, giving due regard to the interests and rights of other Internet users, groups, and networks. We expect and appreciate the use of common sense and good judgement while using the network.

### Homepage, Web Pages, Web Sites

The customers, clients or users are solely responsible for any information contained on their homepages, web pages or web sites. However, if complaints are received regarding language, content or graphics contained on your homepage, web pages, or web sites, i7MEDIA may, at its sole discretion, remove the homepage, web pages, or web site hosted on i7MEDIA servers and terminate your service and/or your access.



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You may not use your personal home page site to publish material that i7MEDIA determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example).

Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

Objectionable content is otherwise legal content with which i7MEDIA concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

## Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server.

For security purposes the listed account holder, and/or the listed account administrator are the only authorized individuals that may request edits, changes, or information for the account. Authorization to release information and/or edit and/or make changes from anyone other than the listed account holder and/or the listed account administrator must be received in writing. Your password provides access to your account. It is your responsibility to keep your password secure. Passwords must contain at least six characters, and should contain at least one number or symbol, should contain both uppercase and lowercase letters, and should not be based on any word found in the dictionary or on any personal information (name or birth date, for example). Your password should not be the same as your user id. Sharing your password and account access with unauthorized users is prohibited.

You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password



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is strictly prohibited, and may result in termination of service. You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. i7MEDIA will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### Technical Support

i7MEDIA will only be responsible for the Internet software that is included with the i7MEDIA installation packages for standardized hardware. Internet software that has not been provided by i7MEDIA or systems that are not standardized are not the responsibility of i7MEDIA either for support, functionality or replacement. The User agrees to obtain a basic knowledge of their computer's operating system, configuration and interface, along with a basic knowledge of the Internet and its operating principles and procedures.

### Network Performance

i7MEDIA accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account. You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time on shared resources. You may not use resource-intensive programs that negatively impact other customers or the



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performance of i7MEDIA systems or networks. i7MEDIA reserves the right to terminate or limit such activities.

### Limitation of Liability

ALL SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY. i7MEDIA is not responsible for Customer's files residing on the i7MEDIA network. The customer is responsible for independent backup of all such data at a site determined by the customer. i7MEDIA cannot and does not exercise any control whatsoever over the information passing through its network or through the Internet. i7MEDIA is in no way responsible for any data loss or damage arising from viral infection from the Internet. i7MEDIA and/or contributors shall have no liability whatsoever to you for any claim(s) relating in any way to: your inability or failure to perform research or related work or to work properly or completely, or any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, i7MEDIA's Internet Services. i7MEDIA will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via i7MEDIA's Internet Services is at your sole risk. i7MEDIA specifically disclaims any responsibility for the accuracy or quality of information obtained through i7MEDIA's Internet Services. As a user you are warned that some Internet sites accessible via the i7MEDIA network allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. i7MEDIA is not responsible for inadvertent or deliberate access to such material and cannot prevent access of such material. It is recommended that each customer closely monitor use of his/her account especially in the case of potential use or misuse by minor children. Accounts for minor children must be opened by a parent or legal guardian with their explicit consent. i7MEDIA network services may be used only for lawful purposes. Transmittal of any material in violation of any international, federal or state regulation is prohibited. This includes, but is not limited to: copyrighted materials, material legally judged to be threatening or obscene, or material protected by trade secret or software protected by copyright. You agree to indemnify and hold harmless i7MEDIA (AKA i7MEDIA LLC, i7MEDIA.NET) from any claims resulting from your use of the service that damages you or another party. Any access to other networks through the i7MEDIA network



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must comply with the rules appropriate for the other network. Violation of the rules of other networks is grounds for account cancellation. This includes, but is not limited to, mass Usenet posting, Usenet cross-posting, mass emailing, and/or the sending of unsolicited email, commercial or otherwise. i7MEDIA and its affiliates shall not be liable under any legal theory (including tort or contract) for any direct, indirect, incidental, special or consequential damages in any way related to the product or services provided. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall i7MEDIA be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work-stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages even if i7MEDIA has been informed of the possibility of such damages, or for any claim by any other party.

### Operation

i7MEDIA reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered. Notice of modifications to this Acceptable Use Policy will be posted to this i7MEDIA Web page. Customers are encouraged to review the current Acceptable Use Policy on a regular basis. Customer's use of i7MEDIA network after such notice shall constitute Customer acceptance of such modifications. Customer understands that i7MEDIA services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. The customer understands that it may not receive advance notification of any such interruption of service. There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration. At its sole discretion, i7MEDIA may elect to provide a pro rata or additional/extension of service refund for service interruptions of greater than 24 hours. i7MEDIA reserves the right at its sole discretion to delete any information entered into i7MEDIA network computer systems by Customer. i7MEDIA and its authorized representatives shall retain the right, but shall not be obligated, to review/accept/reject publicly viewable information. i7MEDIA reserves the right to delete Customer's files, including but not limited to Web page(s) and email, for which a storage fee has not been paid and which have not been accessed for more than one (1) month. i7MEDIA reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice. The owner of this document is the Network Operations Centre (NOC) of i7MEDIA, LLC.