

General Information

Acceptable Use

By accessing, registering for and using our services, and thereby accepting the terms and conditions of the [Terms of Service Agreement](#), you agree to be bound by the terms of this Acceptable Use Policy, as modified from time to time. The goal of this policy is to protect network resources, preserve the privacy and security of our company and our clients, and maximize the utility of our company, our services and the Internet, while recognizing our position in the Internet community as a whole. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation and goodwill. Any violation of this Policy may result in immediate suspension or termination of your account or such other action as ICG deems appropriate.

We support and encourage the free exchange of information and ideas and respect for individual and community rights. We do not actively monitor nor do we exercise editorial control over the content of any web site, electronic mail transmission, mailing list or other material created or accessible through our services. This policy sets forth how we will operate our services and how our customers may use those services.

Potentially Illegal Conduct

We prohibit use of our services for any potentially illegal purpose or in support of any activity in violation of any federal or state law, rule or regulation either intentionally or unintentionally. Activities which are prohibited as potentially illegal include, but are not limited to:

- a. Unauthorized copying, uploading, e-mailing or posting of material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software unless you own or control the rights thereto or have received all necessary consents.
- b. Exporting software or technical information in violation of U.S. export control laws.
- c. Posting or e-mailing scams such as 'make-money-fast' schemes or 'pyramid/chain' letters or making fraudulent offers of products, items, or services originating from your account.
- d. Threatening bodily harm or property damage to individuals or groups, embarrassing, harassing, stalking, abusing, causing distress or causing discomfort to another or otherwise violating the legal rights (including rights of privacy and publicity) of others.
- e. Harm, or attempts to harm, minors in any way.
- f. Adding, removing or modifying identifying network header information or use of invalid or nonexistent domain names or other means of deceptive addressing in an effort to deceive, forge, impersonate or mislead. Similarly,

General Information

e-mail that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the e-mail is unauthorized. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam e-mail address collectors is allowed.

g. Attempting to intercept e-mail, access the accounts of others, or attempting to penetrate security measures of our or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, e-mail, passwords or other data belonging to other users without permission.

h. Collection of, or the attempt to collect, personal information about third parties without their knowledge or consent.

i. Use of our services in a manner that adversely affects the availability of our resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission, including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes.

j. Any activity which adversely affects the ability of other people or systems to use our services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the client's responsibility to ensure that their network is configured in a secure manner. A Client may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Client may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

We reserve the right to remove any materials which we become aware of that are, in our sole discretion, potentially illegal, could subject us to liability, restricts or inhibits any other customer from enjoying our services or violates this Policy. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. We reserve the right to issue warnings (written or verbal), suspend a Client's account, terminate a Client's account, bill a Client for administrative costs and/or reactivation charges or bring legal action and/or collect damages, if any, caused by violations.

Anti-SPAM Policy

We have a strict anti-spam (unsolicited mass e-mail) policy and prohibit the use of our services for sending unsolicited commercial e-mail messages or where the recipient objects to the content of the message or to the receipt of the message in general. We prohibit use of our services in connection with the sending of the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of our service, Our equipment or any electronic mail address associated with us or our clients. Forging any message header, in part or whole, of any electronic

General Information

transmission, originating or passing through our services is prohibited. If we receive complaints that a user has participated in such abuse, an investigation will be initiated and action will be taken up to and including termination of service.

Offensive Files

Our community is composed of many diverse customers. We prohibit the use of our services for the public posting of sexually explicit or pornographic images or other abusive, defamatory or offensive content. Our services shall not be used to publicly promote racism, religious intolerance, ethnic bias, terrorism, violence or hatred. In addition, we prohibit engaging in any of the above activities using the service of another provider but channeling such activities through one of our accounts. We reserve the right to determine what consists of such behavior.

Viruses

We prohibit distributing viruses to or from our systems or using our services to promote computer hacking, destruction of computers or promoting computer viruses.

Content Responsibility

The content (including such items as text, data, attachments, files, audio, video, graphics and other web site content) and any correspondence from visitors (including such items as electronic mail, discussion board entries, guest book entries, chat room entries and other correspondence related to the site) are the sole responsibility of the site owner. You should be sure you own all materials and content on your site or that they are used with permission. Additionally, we make no representation whatsoever regarding the content of any other web sites you may access from our site. A link to another web site does not mean that we endorse or accept any responsibility for the content or use of the site.

Domain Names

If you need a domain name, it will be serviced through an ICANN accredited registrar. Unless otherwise agreed, you will be billed directly by the registrar for this service. When your domain name ownership comes due for renewal, you are responsible for maintaining the rights to the name, including making all payments. Be sure to keep your registrar apprised of any change in contact names and addresses so they can let you know when you need to renew.

Use of Scripts

As part of our hosting service, we offer several powerful, server-based scripts and systems that are available for your use as long as you host on our servers. In the event you move your site to another hosting service, these proprietary scripts and systems will not be moved with your site. We reserve the right to modify or discontinue any or all of these scripts and systems, but it is unlikely that we will do anything but add to them and make them better. We make no representation or

General Information

warranty to any party with respect to these proprietary scripts and systems. Use of the scripts and systems is at your sole and absolute risk.

Reporting Abuse

If you wish to report a violation of any of our policies, please forward all relevant evidence to us through our online form or e-mail us at: abuse@icglink.com. If a violation was in regard to a spam message or from an e-mail or newsgroup post, please make sure to include the messages full headers in your complaint or we will be unable to determine the true origin of the message.

Reporting Outages

Outages may be reported and escalated as posted in our operating procedures. Use of the outages email address for any purpose other than reporting outages is not allowed. Furthermore, that address may not be used by automated monitoring systems, only by humans.

Privacy Issues

We record information in the web server logs for every hit on a web site. This information is used to report summaries for clients in their usage reports. The information recorded is as follows:

- IP address of the visitor
- Userid if the request was for a password protected document
- Date and time (hour, minute, second, zone) of the visit
- The URL of the page, image or script visited
- The status code our server sent back
- The number of bytes in the item delivered, not including headers
- The URL of the referer (the last place visited) if there is one
- The browser type used

There is currently no option to opt out of the collection of this data. Please review our [Privacy Policy](#) for more information.

We Assume No Liability

ICG Link is not able to monitor or restrict all conduct, communications or content that may violate this Policy, prior to its transmission on our systems. Further, ICG Link cannot ensure that any such communications or content will be removed promptly after their transmission or posting. ICG Link is under no duty to look at each customer's or user's activities, to determine if a violation of this Policy has occurred. ICG Link does not assume any responsibility to monitor or police Internet-related activities. Accordingly, ICG Link 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.

Revisions To This Policy and Product Line

Page 4 / 5

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URL: <https://kb.icglink.com/content/6/15/en/acceptable-use.html>

General Information

We reserve the right to modify this Policy and our product line at any time. Notice of modifications to this Policy may be given to subscribers by posting such changes to this web site, by fax, electronic mail or by regular mail. Product specifications may change without notice.

Copyright Infringement

ICG Link's network may only be used for lawful purposes. Transmission, distribution or storage of any information, data or material in violation of any United States federal or state regulation or law is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret and other intellectual property rights law. Pursuant to Title 17 of the United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to: webmaster@icglink.com.

Indemnification

ICG Link wishes to emphasize that in agreeing to the [Terms of Service Agreement](#) or its equivalent, you agree to indemnify ICG Link for any violation of the [Terms of Service Agreement](#) or its equivalent, the applicable law or this Policy that results in loss to ICG Link or the bringing of a claim against ICG Link by any third party. This means that if ICG Link is sued because of your activity, you will pay any damages awarded against ICG Link, plus ICG Link's costs and reasonable attorneys' fees.

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