



**Foxtrot Media, Inc.**  
**ACCEPTABLE USE POLICY (AUP)**

## **Background**

Foxtrot's Acceptable Use Policy (AUP) is designed to provide a clear understanding of the rules, regulations, and restrictions regarding the use of Foxtrot's services.

From time to time Foxtrot may impose reasonable rules and regulations regarding the use of its services. The AUPs are not exhaustive and Foxtrot reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to our website or notification of the modified AUPs.

By registering for and using the services, and thereby accepting the terms and conditions of the Terms of Service 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 Foxtrot 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 FOXTROT. 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 FOXTROT'S POLICY TO TERMINATE REPEAT INFRINGERS. FOXTROT 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 \$195 USD per hour. Enquiries regarding security matters may be directed to [abuse@foxtrotmedia.com](mailto:abuse@foxtrotmedia.com).

## **System and Network Security**

Violations of system or network security are prohibited and may result in criminal and civil liability. Foxtrot 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, mailbombing, 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.

High-risk services, which are services which tend to attract denial of service attacks, are strictly prohibited. This includes, but is not limited to, IRC related services and selling of shell accounts.

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 Foxtrot. Such labor is categorized as emergency security breach recovery and is currently charged at \$195 USD per hour required. Enquiries regarding security matters may be directed to [abuse@foxtrotmedia.com](mailto:abuse@foxtrotmedia.com). Foxtrot 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, Foxtrot urges its customers to assume that all of their online communications are insecure. Foxtrot cannot take responsibility for the security of information transmitted over Foxtrot'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 Foxtrot's service to guess passwords or to access other systems or networks without authorization. Foxtrot will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

### **Contact Information**

Customers are responsible for maintaining their contact information with Foxtrot such that the email address is always reachable even in the event of their Foxtrot servers being shut down.

## **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 Foxtrot 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 Foxtrot by offended users. Foxtrot 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 Foxtrot 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 [abuse@foxtrotmedia.com](mailto:abuse@foxtrotmedia.com). Foxtrot will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

## **Network Responsibility**

Customers have a responsibility to use the Foxtrot network responsibly. This includes respecting the other customers of Foxtrot. Foxtrot reserves the right to suspend and or cancel service with any customer who uses the Foxtrot network in such a way that adversely affects other Foxtrot customers. This includes but is not limited to attacking or attempting to gain unauthorized access to servers and services that belong to Foxtrot or its customers (i.e. computer hacking), and/or participating in behavior which result in reprisals that adversely effect the Foxtrot network or other customers' access to the Foxtrot network.

Foxtrot will react strongly to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a Foxtrot customer, whether or not the attacked account or computer belongs to Foxtrot, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of Foxtrot is strictly prohibited.

Violations of this policy may be reported directly to the FBI's Infrastructure Protection & Computer Intrusion Squad at <http://www.fbi.gov/programs/ipcis/ipcis.htm>. Foxtrot will

cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

### **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 Foxtrot 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 Foxtrot services or products is prohibited. Using the Foxtrot 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 Foxtrot network are open to the public. You are solely responsible for your usage of the Foxtrot network and servers and any statement you make on servers hosted within the Foxtrot 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**

Our policy on child pornography is zero tolerance. Foxtrot 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 Foxtrot 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-BE-ALERT.

### **Commercial Advertisements with E-mail**

Foxtrot takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply, this means that customers of Foxtrot may not use or permit others to use our network to transact in UCE. Foxtrot is a self-managed environment, and it is the responsibility of Foxtrot's customers to ensure that no UCE/UBE is sent. Customers of Foxtrot may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Unsolicited commercial email (UCE) is defined by Foxtrot as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, pop-up ads via Windows Messenger Service, 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 Foxtrot as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, pop-up ads via Windows Messenger Service, etc.) to multiple recipients who have not agreed to receive such communication.

Use of the Foxtrot 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.

Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email with a tracking number must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in. In addition, you must provide at least one easy way to opt out; see the MAPS guidelines ( <http://mail-abuse.org/rbl/manage.html> ) for details. Opt-out requests must be honored immediately.

Customers of Foxtrot are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our customers are ultimately responsible for the actions of their clients over the Foxtrot network, it is advisable that customers develop a similar, or stricter, policy for their clients.

Violation of Foxtrot's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Foxtrot will initiate an immediate investigation upon receipt of the complaint. Upon notification, the customer has 24 hours in which to reply. During the investigation, Foxtrot may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Foxtrot may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Foxtrot reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Foxtrot will notify law enforcement officials if the violation is believed to be a criminal offense.

Violation of Foxtrot's SPAM policy may be reported to [abuse@foxtrotmedia.com](mailto:abuse@foxtrotmedia.com).

## **IP Address Overlap**

Foxtrot administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Foxtrot 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.

## **IRC**

Foxtrot does not allow the use of IRC on the Foxtrot network. This includes, but is not limited to, the use of IRC clients, server software, bots or anything related to IRC. Violators' servers will be suspended.

## **FTP Backup**

FTP Backup is intended to be used by existing Foxtrot customers for remote backup of files and data. Foxtrot recommends a diverse backup strategy including customer-site backups in addition to FTP Backup, and thus Foxtrot does not guarantee the availability or condition of any data or files stored on its servers. FTP Backup may not be used to share files with the general public nor may illegal or otherwise prohibited data or files be stored on Foxtrot servers. Connections to FTP Backup are permitted only from Foxtrot servers. Use of FTP Backup is subject to Foxtrot Terms of Service and Acceptable Use Policy.

## **Network Performance**

Foxtrot 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.

Network-intensive applications which may negatively impact other Foxtrot customers include, but are not limited to, peer-to-peer or audio/video streaming applications. Foxtrot reserves the right to limit or terminate such activities.

## **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**

Foxtrot reserves the right to suspend network access to any customer if, in the judgment of the Foxtrot network administrators, the customer's server is the source or target of the violation of any of the other terms of the AUPs or for any other reason which Foxtrot chooses. 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 contacting regarding the activity. The customer will not be credited for the time the customer's machines were suspended. The customer will be credited on a prorated basis based on the monthly fees the customer pays for the servers that are suspended for the time the customer's machines were suspended.

### **Cancellation**

Foxtrot 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 contacting regarding the activity. All fees paid in advance of cancellation are non-refundable if Foxtrot 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**

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

### **Disclaimer of Responsibility**

Foxtrot 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. Foxtrot 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.

All Sub-Networks, resellers and managed servers of Foxtrot must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

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.