LOGICALIS

Business and technology working as one

Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs all use of LOGICALIS' hosting, collocation, facilities, or services and any resource supported by them ("Logicalis Facilities and Services"). This AUP is designed to protect the security, integrity, reliability, and privacy of the LOGICALIS facilities. This AUP applies to (i) CUSTOMER, (ii) CUSTOMER's employees and agents, and (iii) any other person or entity that accesses or uses the LOGICALIS Facilities and Services as a result of CUSTOMER's marketing and reselling the Logicalis Facilities and Services, (individually and collectively "Users"). All Users must comply with this AUP. A USER IS NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE Logicalis Facilities and Services UNLESS SUCH USER FULLY COMPLIES WITH THIS AUP. CUSTOMER agrees that it is responsible for violations of this AUP by itself and by any User that uses or accesses the Logicalis Facilities and Services through CUSTOMER, whether authorized by CUSTOMER or not.

Access to or use of the Logicalis Facilities and Services by a User constitutes its acceptance of the AUP. LOGICALIS reserves the right to alter this AUP at any time and such modifications shall become immediately effective upon posting the modified AUP or by notification to you of the modified AUP. Users are responsible for any and all acts and omissions that occur during or relating to their access to and use of the Logicalis Facilities and Services.

LOGICALIS reserves the right to take action to investigate, correct or remedy any issue arising from the use of the Logicalis Facilities and Services in a manner that is abnormal, unlawful or otherwise prohibited by this AUP or applicable law.

Logicalis Facilities and Services shall be used solely for legitimate business and commercial purposes. Users shall not use the Logicalis Facilities and Services for activities which, in LOGICALIS' sole discretion, may be illegal, offensive, abusive or contrary to accepted internet norms. Users shall reasonably cooperate with LOGICALIS in investigating and correcting any actual or alleged breach of this AUP by a User.

Without limiting the generality of any other provision of this AUP, LOGICALIS prohibits all uses of the Logicalis Facilities and Services which appear, in LOGICALIS' sole discretion, to be illegal under any applicable laws, including, but not limited to:

(1)   Transmit, distribute or store illegal material, including material which is illegal to transmit over a public telecommunications network;

(2)   Transmit, distribute or store information or material that will infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity, or other personal rights including, but not limited to, any copyright, patent, trademark, trade secret or other proprietary right (including, without limitation, unauthorized use of domain names); or

(3)   Transmit, distribute or store information or material that is fraudulent.

LOGICALIS prohibits all uses of the Logicalis Facilities and Services which appear, in LOGICALIS' sole discretion, to be offensive, including, but not limited to:

(1)   Content which is inappropriate, offensive, obscene (including, without limitation, child pornography), defamatory, threatening, abusive, advocating violence or which violates a law, regulation or public policy;

(2)   Harassment, whether through language, frequency, or size of messages; or

(3)   Unlawful or deceptive advertising, promotion or sales activities.

Logicalis prohibits all uses of the Logicalis Facilities and Services which appear, in LOGICALIS' sole discretion, to be abusive or contrary to accepted internet norms, including, but not limited to:

(1)   The sending of unsolicited e-mail messages (otherwise known as Spam) and blast-faxing;

(2)   The distribution of viruses, adware or other malware;

(3)   The fraudulent collection of personal or financial data (phishing);

(4)   Directly or indirectly using the Logicalis Facilities and Services to gain unauthorized access to or use of data, systems or networks, including attempting to breach security or authentication measures (including those belonging to LOGICALIS and its customers);

(5)   Directly or indirectly using the Logicalis Facilities and Services to forge any TCP/IP packet header or any part of the header information in an e-mail or a newsgroup posting (unless such is legitimately done in the normal course of User's business); or

(6)   Directly or indirectly using the Logicalis Facilities and Services to engage in any conduct that is likely to result in retaliation against the Logicalis Facilities and Services or LOGICALIS employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack.

LOGICALIS prohibits all uses of the Logicalis Facilities and Services which appear, in LOGICALIS' sole discretion, to threaten the Logicalis Facilities and Services including, but not limited to, directly or indirectly denying server log-in access to LOGICALIS' staff, disabling or demoting an account from being Administrator or Root account, or hiding any prohibited files on the server(s).

LOGICALIS may, with prior notice to CUSTOMER report to the appropriate authorities any conduct by User that it believes violates applicable criminal law and provide any information it has about User in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

CUSTOMER must have valid and current information on file with CUSTOMER's domain name registrar for any domain hosted on LOGICALIS' network. CUSTOMER may only use IP addresses assigned to CUSTOMER by LOGICALIS staff in connection with Logicalis Facilities and Services. CUSTOMER may not take any malicious action which directly or indirectly results in LOGICALIS IP space being listed in any of the various abuse databases.

CUSTOMER must reasonably cooperate with LOGICALIS' reasonable investigation of any suspected violation of the AUP. LOGICALIS reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP, with such investigation to include accessing of data and records on, or associated with, the Logicalis Facilities and Services, with prior notice to CUSTOMER.

CUSTOMER is solely responsible for any User's violation of this AUP. CUSTOMER will be responsible to LOGICALIS for any and all expenses, including attorney fees, resulting from any User's violation of the AUP. In addition, LOGICALIS may charge CUSTOMER LOGICALIS' hourly rate (the "LOGICALIS Security Rate") to correct any User violation of this AUP or to repair any security breach (currently $250.00 billed in one-hour minimum increments), plus the cost of equipment and material needed to: (a) investigate, correct or otherwise respond to any violation or suspected User violation of this AUP, (b) remedy any harm caused to LOGICALIS or any of its customers by CUSTOMER's use of the Logicalis Facilities and Services in violation of this AUP, (c) respond to complaints, and (d) have LOGICALIS' Internet Protocol numbers removed from any "blacklist" such as SPEWs or other abuse databases. If the administrative accounts are disabled or demoted from administrator or root accounts by a User, CUSTOMER understands that in addition to any other remedies available to LOGICALIS, CUSTOMER may be charged the hourly LOGICALIS security rate to correct this situation, and no support can be provided to CUSTOMER without these accounts being enabled.

CUSTOMER shall take reasonable security precautions in light of each User's use of the Logicalis Facilities and Services. CUSTOMER is solely responsible for any breaches of security affecting the Logicalis Facilities and Services under a User's control. Each User shall protect the confidentiality of its password(s), and each User should change its password(s) periodically. A compromised server is potentially disruptive to LOGICALIS' network and other customers. Therefore, LOGICALIS may take a User's server off line if it is accessed or manipulated by a third party without CUSTOMER's consent.

LOGICALIS has no responsibility for any User material or information created, stored, maintained, transmitted or accessible on or through the Logicalis Facilities and Services and is not obligated to monitor or exercise any editorial control over such User material. In the event that LOGICALIS becomes aware that any such material created, stored, maintained, transmitted or accessible through the Logicalis Facilities and Services violates this AUP and/or exposes LOGICALIS to civil or criminal liability, LOGICALIS may block access to such material.

LOGICALIS further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that LOGICALIS believes is responsible for such violation. LOGICALIS also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way LOGICALIS' rights and remedies at law or in equity that may otherwise be available. LOGICALIS is under no duty, and does not by this AUP undertake a duty, to monitor or police User's activities and disclaims any responsibility for any User misuse of the LOGICALIS network. Unless otherwise stated in this Agreement, LOGICALIS disclaims any obligation to any person who has not entered into an agreement with LOGICALIS for use of Logicalis Facilities and Services.