

Burgess Computer Acceptable Use Policy

As a provider of web site hosting and other Internet-related services, Burgess Computer offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Burgess Computer respects that the Internet provides a forum for free and open discussion and dissemination of information; however, when there are competing interests at issue, Burgess Computer reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Burgess Computer has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Burgess Computer services. This AUP will be revised from time to time. A customer's use of Burgess Computer services after changes to the AUP are posted on the Burgess Computer web site, www.burgesscomputer.com, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also means that those who use the Internet must exercise judgment and responsibility, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Burgess Computer cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Burgess Computer cannot monitor or censor the Internet, and will not attempt to do so, Burgess Computer cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Burgess Computer does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over the internet and may reach a large number of people, including both subscribers and non-subscribers of Burgess Computer, subscribers' postings to the Internet may affect other subscribers and may harm Burgess Computer goodwill, business reputation, and operations. For these reasons, subscribers violate Burgess Computer policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Burgess Computer does not allow the use of their services for mass mailings. This includes all mailing lists, legitimate opt-in or not. Email usage in excess of 500 emails per account per 24 hours is not allowed and could result in suspension of email services, account suspension, and/or account termination. For these types of mass mailings, a third party mass email service should be used.

Intellectual Property Violations – This AUP forbids any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities, as well as activities that violate privacy, publicity, or other personal rights of others. Burgess Computer is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Burgess Computer policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using Burgess Computer network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is absolutely



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forbidden. Burgess Computer is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Burgess Computer network.

Defamatory or Abusive Language – The Burgess Computer network may not be used as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message violates this AUP.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking") Is forbidden, as is any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks is in violation of Burgess Computer policy. Additionally, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment are forbidden.

Facilitating a Violation of this AUP – Subscribers may not advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States is forbidden by this AUP.

Usenet Groups -- Burgess Computer reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, phishing scams / schemes, and pirating software is a violation of this AUP.

Other Activities – Subscribers may not engage in activities, whether lawful or unlawful, that Burgess Computer determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Burgess Computer will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Burgess Computer policy or applicable law. When Burgess Computer becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Burgess Computer also is concerned with the privacy of on-line 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, Burgess Computer urges its subscribers to assume that all of their on-line



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communications are insecure. Burgess Computer cannot take any responsibility for the security of information transmitted over Burgess Computer facilities.

Burgess Computer will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. Burgess Computer may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Burgess Computer may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Burgess Computer assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Burgess Computer may disclose subscriber information or information transmitted over its network where necessary to protect Burgess Computer and others from harm, or where such disclosure is necessary to the proper operation of the system.