

OTX Systems Acceptable Use Policy (AUP)  
Version 1.2  
November 19, 2009

This document is intended to provide a basic understand of OTX Systems Acceptable Use Policy. The following are guidelines for the establishment and enforcement of OTX Systems AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the privacy and security of individual users

**As a member of our network community, you must use your Internet access responsibly.** If you have any questions regarding this policy, please contact us at [webmaster@otxsystems.com](mailto:webmaster@otxsystems.com).

While we do not routinely monitor the activity of accounts other than for measurements of system utilization and the preparation of billing record, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You are prohibited from using your account to publish material, which OTX Systems 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.

If an OTX Systems account is used to violate the Acceptable Use Policy or our Terms of Service (TOS), we reserve the right to **terminate your service immediately and without prior notice**. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time nor as an endorsement of the offending activity.

**VIOLATIONS OF OTX Systems ("the Company") ACCEPTABLE USE POLICY**

Violation of this AUP can/may include:

1. **Criminal activity:** The Company services may not be used for activity which violates international or domestic law, or to support such activities. The Company reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
2. **Harm to minors:** Use of the Company services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. **Threats:** Use of the Company services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property against any international or domestic person or entity.

4. **Harassment:** Use of the Company services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another based on international or domestic law.
5. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
6. **Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM)** Use of the Company services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Customer account.
7. **Unauthorized access:** Use of the Company services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Customer account is subject to immediate termination.
8. **Copyright or trademark infringement:** Use of the Company services to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
9. **Piracy:** Engaging in the manufacture, distribution or transfer of counterfeit, pirated or illegal software is strictly prohibited.
10. **Collection of personal data:** Use of the Company services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
11. **Network disruptions and unfriendly activity:** Use of the Company services for any activity which affects the ability of other people or systems to use the Company 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, services or equipment is prohibited. A customer may not, through action or inaction, allow others to use their accounts for illegal or inappropriate actions. A customer 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. Unauthorized entry and/or use of another company and/or individual's account will result in immediate account termination. The Company will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
12. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
13. **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
14. **Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

15. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using the Company services could result in suspension of service.
16. **Third Party Accountability:** Customers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the Acceptable Use Policy.
17. **Pornography:** It is forbidden to host pornographic content on the Company accounts. Customers found hosting this material will be subject to immediate cancellation without refund.
18. **IRC networks:** It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks will be immediately suspended without notice. The account will not be re-enabled until such time that the customer agrees to completely remove any and all traces of the IRC server, and the customer agrees to let the Company have access to the Customer's account to confirm that the content has been completely removed. Any server guilty of a second violation will result in immediate account termination.

## Security

Customers are responsible for any misuse of their account. In addition, Customer may not use their account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Customer password provides access to their account. It is Customer's responsibility to keep password secure.
- Attempting to obtain another Customer account password is strictly prohibited, and may result in termination of service.
- Customer must adopt adequate security measures to prevent or minimize unauthorized use of their account.
- Customer may not attempt to circumvent user authentication or security of any host, network or account.
- Customer who violates systems or network security may incur criminal or civil liability. OTX Systems 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.

## Network Performance

OTX Systems 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.

## REPORTING VIOLATIONS OF OTX SYSTEMS AUP

OTX Systems requests that anyone who believes that there is a violation of this AUP direct the information to [webmaster@otxsystems.com](mailto:webmaster@otxsystems.com)

If available, please provide the following information:

- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. OTX Systems may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Member's newsgroup posting privileges
- Suspend the Member's account
- Terminate the Member's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

### **REVISIONS TO THIS ACCEPTABLE USE POLICY**

OTX Systems reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).