

## Contegix Acceptable Use Policy

This document contains Contegix, LLC's (Contegix) Acceptable Use Policy (AUP). If you / Customer have concerns or would like clarification or interpretation on any portion of this policy, please contact [legal@contegix.com](mailto:legal@contegix.com). It is the responsibility of all Contegix's clients to be familiar with the AUP and clients should periodically return and review any changes to the AUP.

Contegix may impose upon its customers and network users reasonable rules and regulations regarding the use of their services from time to time, this list of rules is called Acceptable Use Policy (AUP). Contegix's AUP is available for viewing on our website at <http://contegix.com/support/aup>.

Contegix reserves the right to modify and change its AUP at any time, while comprehensive, Contegix's written AUP is not exhaustive. By accepting these policies and Acceptable Use Policies and/or other written agreements, you/Customer agree to abide by the AUP's as modified from time-to-time. Violations of these agreements may result in removal from the Contegix network. Removal may be either by suspension or termination. Contegix reserves the right to determine what activities are appropriate activities on their network. Any activity that is illegal, endangers any customer or client of Contegix, endangers others on the network or is irresponsible may also be deemed violations of the AUP. Contegix will not issue a credit for any interruption of service incurred as a result of a violation of our AUP.

You/Customer shall remain solely responsible for your use of Contegix's services and will also be liable for any damages that would be incurred. You are also responsible for any and all content which is displayed, downloaded, uploaded or transmitted through your account/equipment. Content includes home pages, web pages, domain names, e-mail, stored data and any other data stored or transmitted through your account/equipment. This list is provided without limitation.

**Contegix reserves the right to refuse service or access to anyone at any time for any reason.**

You/Customer agree any disputes or legal remedies will be filed in St. Louis County in the state of Missouri. This agreement is governed by the laws of the State of Missouri.

### **Etiquette On The Internet**

Customers using Contegix's network are expected to be familiar with and practice good Internet etiquette. You/customer shall not post, transmit, or permit Internet access to information the customer desires to keep confidential. You/customer is not permitted to post any illegal, libelous, or indecent material, or material/information likely to result in retaliation against

Contegix. Contegix reserves the right to determine if content violates this policy. Contegix reserves the right to refuse or terminate service at any time for violation of this section. Users of the Contegix network shall comply with the rules appropriate to any network to which Contegix may provide access.

### **Legal Usage & Copyright Infringement**

Distribution, storage or transmission of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. Contegix's network may only be used for lawful purposes. This includes, but not limited to, material protected by copyright, trademark, or other intellectual property rights.

Making illegal or unauthorized copies of software is a violation of the law. If you copy, distribute or install software in ways that violate the licensing agreement with that software, 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 of 1998 (the "DMCA"), please send DMCA notifications of claimed copyright infringements to: Copyright Infringement, Contegix, LLC, 900 Walnut Street, Suite 700, Saint Louis, MO 63102, USA or by e-mail to [legal@contegix.com](mailto:legal@contegix.com).

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

## **Child Pornography & Child Protection Act Of 1984**

The Child Protection Act of 1984 defines a child as anyone younger than the age of 18. Contegix will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography.

You/customer are ultimately responsible for the actions of your clients operating in or on Contegix's network. You/customer will be liable for illegal material posted on your equipment/servers, etc. The Child Pornography Prevention Act of 1996 amends the definition of child pornography to include that which actually depicts the sexual conduct of real minor children and that which appears to be depiction of a minor engaging in sexual conduct. Altering pornographic images to look like children can now be prosecuted under this law.

The Child Protection Act defines but does not limit child pornography to 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.

Contegix will fully cooperate with and act proactively against violations of the Child Protection Act. Abuses and violations of this act should be reported to the U.S. Customs Agency at 1-800-BEALERT.

## **Network Policies**

Network security is a very important issue. Violations of network security of any kind are strictly prohibited. Contegix will enforce our security policies to the full extent of the law.

Violations of these policies may be prosecuted either criminally or civilly. Contegix will contact and will cooperate with law enforcement if a criminal violation is suspected. Violations of security violations include but are not limited to the following: Forging TCP-IP packet headers in an email or posting; DOS (denial of service) attacks, mail-bombing, network flooding, and any attempt to attack Contegix's network and equipment and/or any network connected to Contegix; Monitoring data, packets, or traffic on the network without written permission from Contegix. (PACKET SNIFFERS are a violation of this policy!); Probing, scanning, or testing for system vulnerabilities are also forbidden.

Customers are help liable for incorrect network settings that causes unnecessary broadcast or multicast traffic on our network, or denial of service (deliberate or not) caused by forging ARP queries or replies or by configuring IPs into their machine that were not assigned to their server. You/customers are responsible for the expenses and costs attributed to correcting, cleaning up and repairing any damage that results from violations of this policy. Contegix charges by the hour for this type of support that is categorized as Security Breach Support and is charged at a rate of US\$350 per hour. This type of support is billed in one-hour increments.

The nature of the Internet may include breaches in individual system security. With this in mind, Contegix suggests to its customers and network users care be taken in regards to sensitive



information and data. Contegix cannot be and will not be responsible for the security of data transmitted on or through its network or equipment. Contegix controls the network and IP addresses assigned to our network. You/customer cannot use IP addresses that were not assigned to you by Contegix. Any equipment found using IPs that was not assigned to you by Contegix will be disconnected from the network. Repeated violations or violation for the purposes of violating any part of this agreement are strictly prohibited. Customers found to have committed this violation, in Contegix's opinion, may be suspended, terminated or restricted from accessing Contegix's network.

IP allocation is governed by ARIN ([www.arin.net](http://www.arin.net)) policy. ARIN policy states that the use of IP addresses for IP based virtual hosts will not be accepted as justification for the allocation of new IP addresses. This means that you **MUST** use name based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use the IP addresses in violation.

Please contact [abuse@contegix.com](mailto:abuse@contegix.com) regarding any violations of our AUP.

**Last Modified September 12, 2004**

