

# eServices For You

## Networking Terms of Use Policy



All Networking/Systems Clients are bound by this Networking Terms of Use Policy.

### **General Responsibilities:**

Our services provide the help, support, maintenance and improvement for your network and systems to help you and your business thrive and prosper. Generally, we will not actively monitor, censor, or directly control any content, information or data that travels through, to or from your network in any format for any purpose unless otherwise dictated, specified or request by you weather verbally or otherwise.

eServices For You, however, provides these services with the goals of; (a) ensuring security, reliability and privacy of the services, data and the users of those services, (b) maintaining an image and reputation of eServices For You as a responsible provider of these services, (c) preserving the value of Internet and Intranet resources as a conduit for free expression, (d) encouraging the responsible use of Internet and Intranet resources while discouraging degrading, libelous or illegal uses of such resources.

Consequently, eServices For You expects you, and all other users of our services, to take responsibility in using any network with courtesy and responsibility, and be familiar with and to practice good Internet and Intranet etiquette, in furtherance of the above stated goals and according to any client policy or procedure.

You must take the necessary steps to safe guard your information and data. This includes but is not limited to; passwords (including complexity), account numbers, billing information and preventing unauthorized use by others.

### **Illegal or Harmful use:**

You may use our services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or these Terms of Usage is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct are prohibited. eServices For You reserves the rights to restrict or prohibit any and all uses of our Services or your network and to remove, block and/or report and/or record such violations from any of our or your networks that we determine is harmful to any servers, systems, network, reputation, good will, other eServices For You clients, or any third party as determined by industry standards and practices. Additionally, evidence of illegal activity may be submitted to the proper authorities if such action is warranted or requested.

**Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

**Offensive Materials:** Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

**Export Violations:** Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.

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**Harmful Content:** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

**Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

### **Infrastructure Security and Integrity:**

Violations of eServices For You or any third party's server, system or network security through the use of our services are prohibited, and may result in criminal and civil liability. eServices For You may investigate incidents involving such violations. eServices For You may invite and cooperate with law enforcement if a criminal violation is suspected. Examples of server, system or network security violations include, without limitation, the following:

**Hacking:** Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.

**Interception:** Unauthorized monitoring of data or traffic on any network, server, or system without express authorization of the owner of the system, server, or network.

**Intentional Interference:** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send message of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

**Falsification of Origin:** Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous forwarders.

**Avoiding System Restrictions:** Using manual or electronic means to avoid any use limitations placed on the services such as timing out.

### **Additional items pertaining to email:**

You may not distribute, publish, or send any of the following types of email using an account hosted, services, maintained or supported by us or through our mail server or infrastructure:

Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such emails or to a list of your clients.

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Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.

Harassing email, whether through language, frequency, or size of messages.  
Chain letters.

Malicious email, including without limitation "mail-bombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).

Emails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

Any email that is promotional, solicitation or advertising in nature which does not adhere to the "Can-Spam Act of 2003" or any other industry or legally required standards

In addition, you may not use our email server or another email server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to multiple newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

### **Amendments/Changes:**

These Terms of Usage may be amended or changed as may be necessary from time to time, whether by legal requirement or otherwise. If this happens, we will do our best to inform you of the changes in advance. Whether or not we inform you, any changes or amendment will apply uniformly to all clients no later than 30 days after the effect date. The most current version of these Terms of Usage will always be available at [www.eservicesforyou.com/documents/networktermsofusage.pdf](http://www.eservicesforyou.com/documents/networktermsofusage.pdf).

### **Violations:**

**VIOLATION OF ANY OF THESE TERMS OF USAGE IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM ESERVICES FOR YOU**

**YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT AND INFORMATION THAT YOU ALLOW, DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH YOUR NETWORK OR OURS. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR EMAIL, WEB PAGES, COMPANY DATA AND PERSONAL DATA. IT IS OUR POLICY TO TERMINATE REPEAT OFFENDERS.**

**INDIRECT OR ATTEMPTED VIOLATIONS OF THESE TERMS OF USAGE, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE TERMS OF USAGE GUIDELINES BY YOU.**

**TERMINATION OR SUSPENSION WILL NOT RELEASE YOU OF ANY FINANCIAL RESPONSIBILITY, AND ANY AMOUNTS UNPAID, INCLUDING ANY REMAINING TERMS OF A CONTRACT, WILL BE DUE AND PAYABLE IMMEDIATELY.**