Acceptable Use Policy (AUP)

Reseller Version

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Purpose of the AUP

This document defines the Acceptable Use of the Exponential-e's Network and Services.

Exponential-e's customers are solely responsible for the content and messages that they post, distribute, download, transmit or otherwise make available using Exponential-e's Network and Services.

Prohibited Activities

It is prohibited for any user of Exponential-e's Network and Services to participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly)

(each, a "Prohibited Activity"):

1. Posting or sending messages substantially similar in content to 10 or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List");
2. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List;
3. Sending unsolicited commercial messages or communications in any form ("SPAM");
4. Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to Exponential-e or to other Service users or engaging in any activities or actions intended to withhold or cloak the Partner / End User or a user's identity or contact information;
5. Engaging in any other activity that:
    (i) violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
    (ii) threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
    (iii) attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
    (iv) otherwise degrades or interferes with other users' use of a Service;
    (v) breaches a third party non-disclosure agreement or obligation; or
    (vi) violates generally-accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
6. Using Exponential-e's Service to guess passwords or access systems or networks without written authorisation.
7. Engaging in any of the activities listed above by using another provider's service, but channelling the activity through an Exponential-e account, remailer, or otherwise through a Service.

ANY VIOLATION OR ATTEMPTED VIOLATION OF THIS POLICY BY THE PARTNER OR END USER, AND ANY ACTUAL OR ATTEMPTED VIOLATION BY A THIRD PARTY ON BEHALF OF THE PARTNER OR END USER, SHALL BE CONSIDERED A VIOLATION OF THE POLICY BY THE PARTNER.

Rights and Remedies

In addition to rights and remedies set out in the applicable contract terms and conditions, Exponential-e may deny all traffic from known IP address blocks that support indiscriminate port scanning programs such as ProxyHunter, or other unlawful activity.

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Exponential-e reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, Exponential-e reserves the right to charge the Partner for Exponential-e actual expenses incurred in preventing or responding to such activity including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service.

For complaints of SPAM only: In addition to any applicable charges described above, Exponential-e reserves the right to charge the Partner the amount set forth under applicable law or if no amount is specified £10.00 UK Sterling per spam e-mail, such messages as they seriously affect the efficiency and cost-effectiveness of the Exponential-e Network.

Password Protection and Use of Exponential-e Systems and Portals

Where the Partner / End User is provided with a password to access Exponential-e systems and portals, users are responsible for protecting their password and for any authorised or unauthorised use made of their password.

Exponential-e systems and portals are subject to Terms of Use detailed therein, which the Partner / End User shall comply with.