

ACCEPTABLE USAGE POLICY



Acceptable Usage Policy

This ACCEPTABLE USAGE POLICY covers the terms of access to the Service. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

Access To Service

- CtrlSwitches may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend Service Users' access to the Service in the event of significant degradation of the Service, or at any time CtrlSwitches may deem necessary.
- CtrlSwitches may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the Service from time to time.
- Access to the Service is controlled by authentication information provided by CtrlSwitches. CtrlSwitches is not responsible for any action in the Service that takes place using this authentication information whether authorized or not.
- CtrlSwitches is not responsible for any action in the Service by a Service User.
- Service User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the Service including, without Limitation temporary / permanent slowdown of the Service, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the Service and architecture needed to continue operation thereof.
- Service User will not send or cause the sending of repeated unreasonable network requests to the Service or establish repeated unreasonable connections to the Service. CtrlSwitches will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
- Service User will take reasonable measures and precautions to ensure secrecy of authentication information.
- Service User will take reasonable precautions to protect Service Data from misuse, unauthorized access or disclosure, alteration, or destruction.
- CtrlSwitches shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.
- CtrlSwitches shall not be liable for any damages due to downtime or interruption of Service for any duration and any cause whatsoever.
- CtrlSwitches shall have the right to temporarily or permanently suspend access of a Service User to the Service if CtrlSwitches in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the Service, or learns of any possible misuse that has occurred, or will occur with respect to a Service User.
- CtrlSwitches and Service Providers reserve the rights to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, Service.

Terms of Usage of Service

Customer, or its contractors, employees, directors, officers, representatives, agents and affiliates and Service Users, either directly or indirectly, shall not use or permit use of the Service or an Order, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or in a manner injurious to CtrlSwitches, Service Providers or their Resellers, Customers and Service Users, or their reputation, including but not limited to the following activities -

- Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)
- Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)
- Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider
- Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware")
- Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pingging, flooding, mailbombing, denial of service attacks, and piracy of software
- Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or CtrlSwitches
- Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere
- Pointing to or otherwise directing traffic to, directly or indirectly, any material that, in the sole opinion of CtrlSwitches, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of CtrlSwitches, to be threatening or obscene or inappropriate
- Engaging in or solicit illegal activities, or to conduct any other activity that infringes the rights of CtrlSwitches, Service Providers or any other third party
- Making foul or profane expressions, or impersonating another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person
- Transmitting Unsolicited Commercial e-mail (UCE)
- Transmitting bulk e-mail
- Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist
- Posting bulk Usenet/newsgroup articles
- Denial of Service attacks of any kind
- Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the CtrlSwitches in its sole discretion
- Copyright or trademark infringement
- Unlawful or illegal activities of any kind
- Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)
- Causing lossage or creating service degradation for other users whether intentional or inadvertent.
- Distributing chain letters
- Sending large or multiple files or messages to a single recipient with malicious intent
- Cross-posting articles to an excessive number of, or inappropriate, newsgroups, forums, mailing lists or websites
- Phishing (identity theft), pharming, distribution of virus or malware, child pornography, Fast Flux techniques, running Botnet command and control, network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), or illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription
- Referencing an Service provided service or an Order within a spam email

- Hosting, transmitting, providing, publishing, or storing illegal content, including but not limited to the following material, information, messages, data or images:
 - a. Libelous or defamatory content.
 - b. Content that violates any privacy right.
 - c. Content which threatens physical harm or property damage.
 - d. Content which is obscene, pornographic, salacious, explicitly erotic or offensive.
 - e. Content that violates applicable intellectual property laws or regulations, including but not limited to, the transmission of copyrighted material or trade secrets and the infringement of patents and trademarks.
 - f. Content which violates any export, re-export or import laws and regulations of any jurisdiction.
 - g. Hacker programs or archives, "warez", passwords or "cracks".
 - h. Internet relay chat servers ("IRCs") IRC bots.
 - i. Any content which CtrlSwitches in its sole discretion determines as illegal, unlawful, or otherwise inappropriate.

CtrlSwitches in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

Data in the Service Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from CtrlSwitches:-

- To perform services contemplated under this agreement; and
- To communicate with CtrlSwitches on any matter pertaining to CtrlSwitches or its services.

Data in the Service Database cannot specifically be used for any purpose listed below:-

- Mass Mailing or SPAM; and
- Selling the data