



## **Acceptable Use Policy**

The Globix Acceptable Use Policy (Policy) is designed to help protect Globix, Globix Clients and the Internet community in general from irresponsible, inappropriate or, in some cases, illegal activities. It is the Client's responsibility to check the Globix Web page for updates or modifications of the Acceptable Use Policy.

### **General**

Globix Clients shall not, nor shall they permit or assist others who may or may not have authorized access to Clients' sites, to abuse or fraudulently use Globix facilities, products and/or services, including but not limited to engaging in the following activities:

1. Obtaining or attempting to obtain unauthorized access to any account or computer resource not belonging to that user (i.e., spoofing).
2. Obtaining or attempting to obtain service by any means or device with the intent of avoiding payment.
3. Engaging in unauthorized access, alteration, destruction or any attempt thereof, of any information belonging to any Globix Client or end-user by any means or device.
4. Knowingly engaging in any activity that will cause a denial-of-service (e.g., synchronized number-sequence attacks) to any Globix Client or end-user.
5. Using Globix products and/or services to interfere with service to any user, host or network, including but not limited to flooding networks, deliberately attempting to overload a service and/or attempting to crash a host.
6. Using any kind of program, script or command, or sending messages of any kind, that are designed to or that cause any other party to interfere with a user's terminal session, regardless of means, whether locally or via the Internet.
7. Transmitting on or through any Globix service any material that is unlawful, obscene, harassing, threatening, abusive, libelous or hateful, or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including but not limited to direct or indirect threats of physical harm or the transmission or display of child pornography.
8. Transmitting, distributing, or storing any information, data or material in violation of U.S. regulation or law; state regulation or law; common law; or the laws and regulations of any jurisdiction in which Globix does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary-rights statute. Examples of such might include posting, uploading or otherwise distributing copyrighted material without the consent of the copyright holder, except when pursuant to the Fair Use Doctrine.
9. Violating the personal-privacy rights of others, including but not limited to collecting and distributing information about Internet users without their permission, except as permitted by applicable law.

**10.** Intentionally omitting, deleting, forging or misrepresenting transmission information, including but not limited to headers, return-address information and IP addresses, or taking any other action intended to cloak the identity or contact information of the Client or its users.

**11.** Directly or indirectly violating U.S. laws and regulations; or the laws and regulations of any jurisdiction in which Globix does business and/or from which the violation emanates, is received and/or occurs; or export-control laws, including but not limited to those applying to software and/or technical information.

**12.** Storing and/or distributing security-breaching materials and/or tools, including but not limited to programs containing viruses or "Trojan horses," tools to compromise the security of other sites, tools to collect e-mail addresses for use in sending bulk e-mail and/or tools used to send bulk mail.

## **Policy on SPAM**

**1. E-Mail.** Users may not send unsolicited e-mail messages (i.e., not explicitly requested by the recipient), whether or not the practice causes complaints from recipients, including, without limitation, bulk commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious tracts ("SPAM"), in a way that could be expected to adversely impact Globix, including, without limitation, using an e-mail account on or through the Globix network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Globix network, either directly or indirectly. Users may not use the Globix network to:

- send e-mail messages that are excessive and/or intended to harass or annoy others, especially if the recipient has made a request to cease and desist;
- use the account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;
- forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings;
- continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them;
- send e-mail with forged or missing TCP/IP packet-header information;
- engage in "mailbombing" (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts or copies of a single message to many e-mail accounts); and/or
- send or receive e-mail messages in a manner that violates the use policies of the recipient's Internet Service Provider.

**2. Inappropriate Software, Products and Services.** Users may not transmit, promote or otherwise make available any software product or service that is either illegal or designed to violate this policy. Such software products or services include but are not limited to programs designed to send unsolicited advertisements (i.e., "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial-of-service" attacks, "mailbomb" programs, and/or programs designed to gain unauthorized access to networks on the Internet.



**3. Usenet.** Users who post messages to Usenet newsgroups are responsible for becoming familiar and complying with any written charter or FAQ governing the use of such newsgroups. Regardless of such policies, users may not:

- post the same message, or a series of similar messages, to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "Usenet SPAM");
- post binary files to newsgroups not specifically named for that purpose;
- solicit mail for any address other than your Globix account(s) or service where doing so would manifest an intent to harass others;
- post messages for the purpose of threatening, harassing or intimidating others;
- post messages that infringe on the personal or property rights of others (privacy rights or copyrights, for example);
- cancel messages other than those you originated, with the exception of official newsgroup moderators performing their duties;
- post any message with forged packet header-information; and/or
- post messages that are excessive and/or intended to annoy or harass others, including, without limitation, messages promoting chain letters, pyramid schemes or make-money-fast schemes.

### **Security**

Globix Clients are solely responsible for any misuse of their account, even if the offending act or conduct was committed by, results from or arises from the act, omission or behavior of someone other than the Client. Thus, Clients must take the necessary precautions to protect access to and use of their accounts. Globix recommends using passwords (which themselves must be kept secure) containing at least six, if not eight characters, at least one of which should combine upper and lower case letters and SHOULD NOT CONTAIN or be based on any word or personal information (i.e., birth date, social security numbers, etc.). Users may not:

- share password and account access with unauthorized users;
- use or attempt to use an account to breach the security of another account or attempt to gain unauthorized access to another network or server;
- attempt to obtain another user's account password;
- attempt to circumvent user authentication or security of any host, network or account (cracking), including but not limited to accessing data not intended for the user, logging into or making use of a server or account not expressly authorized for the user or accessing or probing the security of other networks;
- use or distribute tools designed for compromising security, including but not limited to password-guessing programs, cracking tools or network-probing tools; and/or
- attempt to interfere with service to any user, host or network (denial-of-service attacks), including but not limited to flooding of networks, deliberate attempts to overload a service and attempting to crash a host.



## **Violations and Remedies**

**WARNING:** Users who violate systems or network security may incur criminal or civil liability. Globix will cooperate fully with all investigations of violations of systems or network security at Globix and/or other sites, including but not limited to cooperation with law enforcement authorities in the investigation of criminal violations.

Globix reserves the right to suspend or terminate the account, or any part thereof, of any Client who, in the judgment of Globix, fails to abide by the policies contained herein. In addition, Globix may take such equitable actions as it deems appropriate, including but not limited to those more fully set forth in the Globix Master Service Agreement Terms and Conditions, and may seek legal remedies for any damages it may incur as a result of any violation of this Policy or attempted misuse or abuse of the Globix network facilities, products and services.

## **Client Responsibilities**

Each Globix Client is responsible for the activities of its subordinate customer base or end-users and, by accepting service from Globix, agrees to ensure that its customers abide by this Policy. Complaints about the customers or end-users of a Globix Client will be forwarded to the Globix Client's hostmaster for action. If activity in violation of this Policy continues, then the products and services of the Globix Client may be subject to suspension, termination or other action, without notice, as Globix in its sole discretion deems appropriate. It is the Client's responsibility to check the Globix Web page for updates or modifications of the Acceptable Use Policy. Globix reserves the right to modify the Acceptable Use Policy at any time without notice. Currently, the latest Acceptable Use Policy can be found at <http://www.globix.com>.

## **Indemnification**

Clients will defend, indemnify and hold Globix and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, related to any violation of the Acceptable Use Policy by the Client or users of the Client's account, or in connection with the use of service or the Internet, or the placement or transmission of any message, information, software, or other materials on the Internet by the Client or users of a Client's account.

## **Monitoring Obligations**

Clients acknowledge that Globix has no obligation to monitor services in any way unless otherwise specified by contract, but that Globix has a right to monitor the service from time to time and to disclose any information as necessary to satisfy any law, regulation, ordinance or other government request, to operate the service properly, or to protect itself or its subscribers. Globix shall not intentionally monitor or disclose any private e-mail message unless required by law. Globix reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable or in violation of this Acceptable Use Policy.

