

**FULLCONTROL NETWORK
ACCEPTABLE USE POLICIES**

1 PURPOSE AND SCOPE OF RULES AND REGULATIONS

From time to time FullControl Network may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are defined within this Acceptable Use Policies ("AUP") document. The AUP is posted on the Internet at [HTTP://WWW.FULLCONTROL.NET](http://www.fullcontrol.net) for your review. The AUP is not exhaustive and FullControl Network reserves the right to modify the AUP at any time. By registering for and using the services of FullControl Network, and thereby accepting the Standard Terms and Conditions of the Service Agreement or its equivalent, you agree to abide by the AUP as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as FullControl Network deems appropriate. An unlisted activity may also be a violation of the AUP if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM FULLCONTROL NETWORK. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS FULLCONTROL NETWORK'S POLICY TO TERMINATE REPEAT INFRINGERS. FULLCONTROL NETWORK RESERVES THE RIGHT TO REFUSE SERVICE TO ANY ONE AT ANYTIME FOR ANY REASON.

2 ETIQUETTE ON THE INTERNET

The Client is expected to be familiar with and to practice good Internet etiquette (Netiquette). The Client will comply with the rules appropriate to any network to which FullControl Network may provide access. The Client shall not post, transmit, or permit Internet access to information the Client desires to keep confidential. The Client is not permitted to post any material that is illegal, libelous, tortuous, indecently depicts children or likely to result in retaliation against FullControl Network by offended users. FullControl Network reserves the right to refuse or terminate service at any time for violation of this section.

3 PIRACY & COPYRIGHT INFRINGEMENT

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

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, 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 (the "DMCA"), please send DMCA notifications of claimed copyright infringements in one of the following manners:

You may send a request via postal mail to:

**FULLCONTROL NETWORK
ACCEPTABLE USE POLICIES**

Copyright Infringements, FullControl Network
PO Box 3393
Olathe, KS 66063
USA

You may send a request via e-mail to: legal@fullcontrol.net
FullControl Network will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

4 LAWFUL PURPOSE

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

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, 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.

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

5 CHILD PORNOGRAPHY

FullControl Network will cooperate fully with any criminal investigation into a Client's violation of the Child Protection Act of 1984 concerning child pornography. FullControl Network Clients are ultimately responsible for the actions of their clients over FullControl Network's network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes 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.

VIOLATIONS OF THE CHILD PROTECTION ACT MAY BE REPORTED TO THE U.S. CUSTOMS AGENCY AT 1-800-BEALERT.

6 SECURITY RESPONSIBILITY

The Client is solely responsible for any breaches of security affecting servers under Client control. If a Client's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the Client is responsible for the cost to rectify any damage done to the Client's server and any other requirement affected by the security breach. The labor used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at \$350 USD per hour. Inquiries regarding security matters may be directed by e-mail to legal@fullcontrol.net.

7 NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. FullControl Network may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

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

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;

Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, denial-of-service attacks, deliberate attempts to overload a system and broadcast attacks;

Forging of any TCP-IP packet header or any part of the header information in e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to cleanup and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by FullControl Network. Such labor is categorized as emergency security breach recovery and is currently charged at \$350 USD per hour required. Inquiries regarding security matters may be directed to legal@fullcontrol.net. FullControl Network is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, FullControl Network urges its Clients to assume that all of their on-line communications are insecure. FullControl Network cannot take responsibility for the security of information transmitted over or through FullControl Network's network.

8 PASSWORDS

The Client is responsible for protecting Client's password and for any authorized or unauthorized use made of Client's password. The Client will not use or permit anyone to use FullControl Network's service to guess passwords or to access other systems or networks without authorization. FullControl Network will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

9 SPAM AND/OR COMMERCIAL E-MAIL ADVERTISEMENTS

FullControl Network takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that Clients of FullControl Network may not use or permit others to use our network to transact in UCE. Clients of FullControl Network may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Sending a message, especially an advertisement, to more than five recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This includes both commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message. Email is a person-to-person medium, not a broadcast medium.

Clients of FullControl Network are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our Clients are ultimately responsible for the actions of their clients over the FullControl Network's network, it is advisable that Clients develop a similar, or stricter, policy for their clients.

Violation of FullControl Network's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, FullControl Network will initiate an immediate investigation (within 48 hours of notification). During the investigation, FullControl Network may restrict Client access to the network to prevent further violations. If a Client is found to be in violation of our SPAM policy, FullControl Network may, at its sole discretion, restrict, suspend or terminate Client's account. Further, FullControl Network reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. FullControl Network will notify law enforcement officials if the violation is believed to be a criminal offense.

Violation of FullControl Network's SPAM policy may be reported to legal@fullcontrol.net.

10 IP ADDRESS OVERLAP

FullControl Network administers the network on which Client servers reside. The Client cannot use IP addresses, which were not assigned to them by FullControl Network staff. Any server found using IPs, which was not officially assigned, will be suspended from network access until such time as the IP addresses overlap can be corrected. Repeated violations or violation for the purposes of violating any part of this agreement are strictly prohibited. Clients found to have committed this violation, in FullControl Network's opinion, FullControl Network may, at its sole discretion, restrict, suspend or terminate Client's account.

11 BILLING

The Client understands that the Client is responsible for paying for any network resources that are used to connect the Client's server to the Internet. The Client may request that the Client's server be disconnected from the Internet, but the Client will still be responsible for paying for any network resources used up to the point of suspension or cancellation. For full details about FullControl Network's billing policy, please refer to the Virtual Server Plans Standard Terms and Conditions document.

12 REMEDIES - SUSPENSION AND/OR CANCELLATION

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FullControl Network reserves the right to suspend network access to any Client if in the judgment of the FullControl Network's network administrators the Client's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which FullControl Network chooses. If inappropriate activity is detected, all accounts of the Client in question will be deactivated until an investigation is complete. Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Client will not be credited for the time the Client's machines were suspended.

FullControl Network reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the Client in question will be deactivated until an investigation is complete. Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacting regarding the activity. All fees paid in advance of cancellation will be prorated and paid by FullControl Network if FullControl Network institutes its right of cancellation. Any violation of policies, which results in extra costs, will be billed to the Client (i.e. transfer, space etc.).

13 INDEMNIFICATION

FullControl Network wishes to emphasize that in signing the service agreement or it's equivalent, Client indemnifies FullControl Network for any violation of the service agreement or its equivalent, law or AUP that results in loss to FullControl Network or the bringing of any claim against FullControl Network by any third-party. This means that if FullControl Network is sued because of a Client's or a Client of a Client's activity, the Client will pay any damages awarded against FullControl Network, plus costs and reasonable attorney's fees.

14 DISCLAIMER OF RESPONSIBILITY

FullControl Network is under no duty to look at each Client's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities. FullControl Network disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

All Sub-Networks, resellers and managed servers of FullControl Network must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUP BY YOU. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.