

# **RunCentral, LLC**

(Referred to as RunCentral in this agreement)

## **Acceptable Use Policy**

### **Policy objectives:**

1. Ensure security, reliability and privacy of RUNCENTRAL 's systems and network, and the networks and systems of our partners.
2. Maintain the image and reputation of RUNCENTRAL as a responsible provider.
3. Preserve the value of Internet resources as a conduit for free expression.
4. Encourage the responsible use of net resources and discourage practices, which degrade the usability of network resources and thus the value of Internet services.
5. Avoid situations that may cause RUNCENTRAL to incur civil liability.
6. Preserve the privacy and security of individual users.

We expect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our customers are protecting the rights and privileges of all Internet users.

**VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF ALL ACCOUNTS.**

We may modify this Policy as well as modify Services. Your continued use of the Services after we post the modified Policy indicates your acceptance of the modified Policy. Therefore, you are encouraged to review this Policy on a regular basis

### **General Conduct**

- a. Customers are prohibited from transmitting on or through any of RUNCENTRAL 's services, any material that is, at RUNCENTRAL 's sole discretion, unlawful, threatening, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
- b. RUNCENTRAL 's services 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 any other statute. RUNCENTRAL reserves the right to remove such illegal material from its servers.
- c. Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service we provide.
- d. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

## **Re-Establishing an Account**

In the event that an account is deactivated or cancelled as a result of any activities in violation of this Policy, the account may be subject to set-up fees, reactivation charges, deposit requirements and/or other restrictions to be determined by us if such account is permitted to be re-activated or re-established.

## **System and Network Usage**

### **Security**

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.
2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Customers must safeguard their account passwords to prevent unauthorized access to their account.
5. Users who violate systems or network security may incur criminal or civil liability. RUNCENTRAL will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
6. Customers may not host or transmit, or distribute information regarding the creation and sending of, files that contain a virus, worm, Trojan Horse, ping, floating, mail bombs or denial of service attacks.
7. Customers may not host, publish, advertise, store, post, distribute or disseminate child pornography, obscene or other unlawful material or information.

### **E-mail**

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.

5. Malicious e-mail, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
6. Forging of header or any other information is not permitted.
7. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
8. RUNCENTRAL accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.

NOTE: RUNCENTRAL operates under a strict one-warning policy regarding unsolicited e-mail, unless the violation is of such nature that the account, at our sole discretion requires immediate termination, in which event service will be immediately terminated.

### **IRC (Internet Relay Chat)**

1. Customers are prohibited from using or hosting IRC scripts, servers, or programs on RUNCENTRAL 's shared, dedicated, or co-location server accounts.
2. Neither IRC robots ("bots" or "clones"), nor IRC sessions may be run from RUNCENTRAL 's shared, dedicated, or co-location server accounts.
3. RUNCENTRAL is not liable for the content of any communications made on IRC.

### **General Uses**

1. Customers may not permit the use of mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than for the Customer's own account.
2. Customers may not employ posts or programs that consume excessive CPU time or storage space. RUNCENTRAL reserves the right to kill off CPU intensive processes.

### **Material and Product Requirements**

1. Customers must ensure that all material and data placed on RUNCENTRAL 's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on RUNCENTRAL 's part. We shall make no effort to validate this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", we have the option at any time to reject this material and remove it from our servers or disable it from being activated. RUNCENTRAL will notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of RUNCENTRAL .
2. Use of RUNCENTRAL 's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Web space. Customers must have the necessary knowledge to create and maintain a Web space. It is not the responsibility of RUNCENTRAL to provide this knowledge or customer support outside of the service defined in the Service Agreement.

## Privacy

1. RUNCENTRAL will not sell or knowingly disclose its customer lists or customer e-mail or listserv address lists. We will attempt to protect the privacy of our Customers and information that is stored on our network. RUNCENTRAL will only access and disclose information as necessary to comply with applicable laws and government requests, to operate and maintain our systems and services, or to protect ourselves or our Customers.
2. RUNCENTRAL will not monitor or disclose a Customer's private e-mail messages unless required by court order or law. We will cooperate with the authorities and will notify such authorities if it suspects that a Customer is engaged in illegal activities.

THE USAGE POLICY DEFINES THE ACTIONS WHICH RUNCENTRAL CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THIS POLICY ARE NON-EXCLUSIVE, AND ARE PROVIDED SOLELY FOR GUIDANCE TO RUNCENTRAL 'S CUSTOMERS.

If you are unsure whether any contemplated use or activity is prohibited, please send e-mail to [policy@RUNCENTRAL.com](mailto:policy@RUNCENTRAL.com) and we will assist you. Please note that the activities set forth above are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by RUNCENTRAL , or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the Federal Trade Commission Deception Policy Statement.

RUNCENTRAL must further limit any exceptions made to the Usage Policy as secondary in regards to server and network security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network.

Specific questions about this policy should be sent via e-mail to [policy@RUNCENTRAL.com](mailto:policy@RUNCENTRAL.com). Reports of activity in violation of this policy may be sent via e-mail to [abuse@RUNCENTRAL.com](mailto:abuse@RUNCENTRAL.com).