

ACCEPTABLE USE POLICY (Revision 1/2008)

General. This Acceptable Use Policy ("Policy") describes actions by Users that are prohibited by Pragmatix, Inc. ("Pragmatix"). "Users" mean any user of the Internet related services ("Services") that are provided by Pragmatix. As specified below, illegal usage, abusive usage, unacceptable usage, and use of the Services to interfere with other Users' enjoyment of the Services is unacceptable. From time-to-time, Pragmatix may update and/or revise this Policy. Any such updates and/or revisions shall be posted online. Continued use of the Services by Users shall indicate their acceptance of the updates and/or revisions.

Illegal Use Prohibited. The Services may only be used for lawful purposes and may not be used for any illegal use or any use which may result in civil or criminal liability. Unlawful uses include, without limitation, any of the following:

- posting or transmitting unlawful materials, e-mail or information;
- posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- posting or transmitting defamatory, libelous, slanderous or scandalous materials, email or information;
- posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind;
- posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
- posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation, the U.S. export control laws and regulations;
- posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;
- attempting to "hack" root or user logins on another system, machine, or network;
- collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; and collecting, without adequate security and a legitimate purpose (as determined by Pragmatix in its sole discretion), any of the following: (a) information from Users under the age of sixteen without consent from such Users' parents or legal guardians; (b) User's personal health information or personal financial information without informed consent from such User; or (c) other personal information without advising the User.

Abusive Use Prohibited. The Services may not be used for abusive purposes, as determined by Pragmatix in its sole discretion. Abusive purposes include, without limitation, effecting or participating in any of the following activities via the Services provided by Pragmatix:

- posting ten (10) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
- posting to any Usenet or other newsgroups, listservs, forum, e-mailing lists or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list;

- sending unsolicited e-mailings to more than twenty-five (25) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected or do in fact provoke complaints;
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- using the Services to connect servers (FTP, HTTP, SMTP, POP, TELNET, IRC, MUSH, MUD, etc.) or LANs to the Internet permanently;
- repeatedly sending text to other Internet users on relay chat (IRC), or soliciting or engaging in commercial transactions on IRC, running link lookers on IRC, or having more than 1 bot or a total of 2 clients on IRC at one time;
- falsifying User information provided to Pragmatix or to other Users of the Services in connection with use of Pragmatix Products;
- running packet sniffers or other software designed to keep an unattended Internet connection connected; and
- engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through a Pragmatix account, remailer, or otherwise through the Services or using a Pragmatix account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect Pragmatix.

Interfering With Other Users Prohibited. No User shall interfere with any other person's use of the Services or the Internet by doing any of the following activities:

- restricting or inhibiting any other User from using and enjoying Services and/or the Internet;
- posting or transmitting any information or software which contains a virus, worm, cancelbot or other harmful component;
- impersonating another User or otherwise falsifying one's User name in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. The use of anonymous remailers and nicknames does not constitute impersonation;
- without permission from the owner of a system or network, doing any of the following: monitoring data or traffic, probing, scanning, testing firewalls, testing the vulnerability of a system or network or breaching the security or authentication routines of a system or network;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or
- mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

Unacceptable Uses of the Services. In accessing the Services, Users agree that:

- they will not tell others their passwords;
- they will not attempt to, or cause others to attempt to, log in more than once at the same time under the same password without specific permission from Pragmatix; and
- they will not violate the terms and conditions and operating rules of any other interactive service, including, without limitation, other newsgroups and mailing lists or other similar groups or lists and World Wide Web sites.

Remedies. Violation of this Policy may result in civil or criminal liability, and Pragmatix may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the Services. In addition, Pragmatix may investigate incidents that are contrary to this Policy and cooperate with law enforcement organizations, and provide requested information to third parties who have provided notice to Pragmatix stating that they have been harmed by a User's failure to abide by this Policy.