



Last Updated: 6/15/2014

TERMS OF SERVICE / ACCEPTABLE USE POLICY

This Axcelx Acceptable Use Policy/Terms of Service ("AUP/TOS") describe the proper kinds of conduct and prohibited uses of Axcelx Technologies LLC's hosting services (the "Services"). This AUP is not exhaustive and Axcelx reserves the right to modify this document at any. By registering for and using the Services, and thereby accepting the terms and conditions of this AUP/TOS, you agree to abide by these conditions as modified from time to time. Any violation of the AUP/TOS may result in the suspension or termination of your account or such other action as Axcelx deems appropriate.

IMPORTANT NOTE - Axcelx has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds or fees paid will be made if account termination is due to violation of the terms outlined below.

Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of Axcelx is strictly prohibited. Unauthorized use of other people's accounts or servers. Axcelx will strongly react to any use or attempted use of an account or server without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning without prior acceptance by scanned party.

Any unauthorized use of accounts or servers by a Axcelx customer, whether or not the attacked account or computer belongs to Axcelx, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, bots, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by Axcelx to be unacceptable use of Axcelx Technologies LLC's services including abuse of server resources.

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All hosting accounts may be terminated that include the following content or which have links to the following content:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- Displaying material that exploits children under 18 years of age.
- Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.
- Exporting encryption software over the Internet or otherwise, to points outside the United States.
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software. Any account that is deactivated by the abuse team will be charged a fee of \$50 to cover our investigation.

Unsolicited Email (Spam)

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account termination. Axcelx takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

- Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.

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- Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing lists charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

Note: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a website hosted by or through Axcelx, then the provisions of the above Policy shall apply as if the spam were sent through our servers.

Child Pornography

Our policy on child pornography is zero tolerance. Axcelx will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the Axcelx 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. Government.

IRC

We currently do not allow IRC; IRC clients or IRC bots to be operated on any of our servers.

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In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

Current Contact Information

Current customers must provide Axcelx with, and keep current and up to date, accurate contact information including full address, email and phone number. Axcelx uses contact information to reach customers during network emergencies, maintenance windows and in case there are billing issues with your account. Failure to keep contact information up to date could lead to temporary account suspension until the information is updated.

Payment Policies

All accounts are set up on a pre-pay basis. Setup fees may be charged for some accounts and are non-refundable even if the customer cancels prior to provisioning. Axcelx reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a 15 (fifteen days) past due date and receives an email of e-mail notice or exceeding this time frame in any way is subject to account suspension or incur a 10% late fee. The customer is responsible for all money owed on the account from the time it was established to the time of sign up or contractual obligations. If account becomes past due more than 30 (thirty days) account will be entered into quarterly payment cycles due upon notice. All payments are in U.S. currency. Axcelx will bill each client \$50.00 per returned check, per wire transfer received and per PayPal chargeback received. Please note any PayPal chargeback your account will be terminated immediately, if the account seems to be legitimate we will to the fullest dispute all charges in our favor and provided needed evidence of sign up and use of our services. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Axcelx) shall be paid by Customer. Axcelx accepts paper checks, as well as PayPal, wire transfers, money orders, cashier's checks, credit cards and cash from customers.

Cancellation

Axcelx reserves the right to cancel your service at any time. All fees paid in advance of cancellation will be pro-rated and paid by Axcelx if we use our right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Setup fees are refundable only if the account order is canceled prior to account activation. All cancellations if not outlined in individual contract will be canceled at end of term. Axcelx reserves the right to offer a refund of unused monthly fee, if the account is in violation of our terms no refund will be issued. Due to security concerns all account cancellations must be done with your account sales representative. Cancellations via email requests will not

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constitute acceptance of any cancellation. Refunds will be made by company check or issued back to your PayPal/credit card within 30 days of receipt of cancellation. No cancellations are processed on holidays or weekends.

IP Address Assignment

Axcelx administers the network on which your service is provided upon. You are not allowed to use any IP address which has not specifically been assigned to you by your sales representative. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

Intellectual Property Rights

Material accessible to you through Axcelx services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use Axcelx or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Axcelx network. If you use a domain name in connection with Axcelx or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the Axcelx network with an attempt to circumvent user authentication or security of any host, network, or account.

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
- password cracking
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- probing the security of other networks in search of weakness
- Running Spanning tree on a switch connected to our network
- or violation of any other organization's security policy

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- Avoid IP Bans or invade IP Bans on any sites which include craigslist, google and its affiliates and any other party which may poses a ban or restriction.
- Running a program known as a robot "bot" against any public website not owned by you may be subject to termination with prorated refund.

Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to:

- Flooding, mail bombing; or other deliberate attempts to overload or crash a host or network.

Axcelx 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. Users who violate system or network security may incur criminal or civil liability. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, You will pay any charges resulting from the cost to correct security breaches affecting Axcelx or any of its other customers.

Axcelx has a right if you violate any of our Terms to login with force, recover and provide documentation to law enforcement or report abuse to any connected IP address that was in breach (now unauthorized access).

Your password provides access to your account. It is your responsibility to keep your password secure.

- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging

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into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- You 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.
- Fast flux or similar services are prohibited on our network
https://en.wikipedia.org/wiki/Fast_flux this means facilitating or delivery of website(s) behind an ever-changing network of hosts acting as proxies to deliver websites.

Customers who violate systems or network security may incur criminal or civil liability. Axcelx 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.

IP Address Ownership

Axcelx shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by Axcelx and Axcelx reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses at any time.

Copyright Infringement

DIGITAL MILLENNIUM COPYRIGHT ACT

Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the Axcelx system or website should be sent ONLY to our Designated Agent.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING Axcelx THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

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DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g. REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

Written notification must be submitted to the following Designated Agent:

Axcelx Technologies LLC

ATTN: Legal

PO BOX 282

Salem, NH 03079

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

- Physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work claimed to have been infringed or a representative list if multiple works are involved.
- Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page).
- Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address).
- Statement that the complaining party has "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law."
- Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owners.

Some Services with Axcelx may require you to sign this document, some services may not; for those that do please sign and return below.

Customer Name

Signature

Date:

Customer Initials: _____

Axcelx Representative

Signature

Date:

Lawful Purpose

Axcelx reserves the right to refuse service to anyone. Customers may only use Axcelx server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets.

Axcelx RESERVES THE RIGHT TO REVISE, AMEND, OR MODIFY THIS AUP/TOS AND ALL OF OUR OTHER POLICIES AND AGREEMENTS AT ANY TIME AND IN ANY MANNER. NOTICE OF ANY REVISION, AMENDMENT, OR MODIFICATION WILL BE DEEMED WHEN THE NEW INFORMATION IS POSTED WITHIN THIS DOCUMENT OR ANY OTHER ONLINE AGREEMENTS. CUSTOMERS WILL NOT NECESSARILY BE NOTIFIED IN WRITING OF THESE CHANGES. PLEASE CHECK THIS AND ALL OTHER Axcelx AGREEMENTS AND DOCUMENTS FREQUENTLY FOR CHANGES.

_____ **Initial**

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