

Introduction

Emagine Concept's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what EmagineConcept.com expects of them while using the service. All users of Emagine Concept's services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

General Provisions

Use of EmagineConcept.com Service constitutes acceptance and agreement to Emagine Concept's AUP as well as Emagine Concept's TOS ([Terms of Service](#))

We support the uncensored flow of information and ideas over the Internet and do not actively monitor customer activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. EmagineConcept.com may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your EmagineConcept.com account or other actions as detailed in Section 3 **WITHOUT PRIOR NOTICE**. No credits will be issued for any interruption in service resulting from policy violations

This document is intended to provide a basic understand of Emagine Concept's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Emagine Concept's AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

EmagineConcept.com intends to provide its customers access to everything the Internet has to offer. While EmagineConcept.com is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both EmagineConcept.com and the Internet cannot be permitted under the guise of free speech. The resources of EmagineConcept.com and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your dedicated rack or virtual site to publish material, which EmagineConcept.com determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If an EmagineConcept.com account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to **terminate your service without notice**. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at abuse@EmagineConcept.com

VIOLATIONS OF EMAGINECONCEPT.COM ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

1. Illegal use: Emagine Concept's services may not be used for illegal purposes, or in support of illegal activities nor shall its customers post, transmit, re-transmit or store material on or through any of DotToGo's services or products which, in the sole judgment of EmagineConcept.com (i) is a violation of any local, states, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are

nor appropriately licensed for use by the customer. EmagineConcept.com reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

2.Harm to minors: Use of the EmagineConcept.com services to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against the customer or EmagineConcept.com by offended users. EmagineConcept.com will cooperate fully with any criminal investigation into a Subscriber's violation of the Child Protection Act of 1984 concerning child pornography. customers are ultimately responsible for the actions of their users over Emagine Concept's network, and will be liable for illegal material posted by their users.

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, or of a sexual organ 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 should be reported to the U.S. Customs Agency at 1-800-BEALERT

3. Threats: Use of the EmagineConcept.com service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

4. Harassment: Use of the EmagineConcept.com service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

5. Fraudulent activity: Use of EmagineConcept.com service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

6. Use of Hosting for banned practices:

- Hosting web pages that detail the methodology of committing unlawful acts, or acts violating this AUP.
- Hosting software, scripts, or other resources intended to facilitate committing unlawful acts, or acts violating this AUP.
- Hosting web pages with forwards to, containing scripts or executables for, or any other component of an operation designed to fraudulently collect authentication,

credit card, names, addresses, or any other personal data (phishing?) is not permitted.

- Hosting web pages advertised by spam sent from another network (spamadvertised?) is not permitted.
- Advertising, transmitting, storing, or using any software, script, program, product, or service designed to violate this AUP.
- Hosting files associated with p2p file sharing networks such as bit-torrent, e-mule, and so on.
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7. Unacceptable Email practices: EmagineConcept.com has a zero stance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of EmagineConcept.com whether or not the message actually originated from our network. Some examples of violations include but are not limited to:

- Drop-Box Accounts. Using this network for the receipt of replies to unsolicited mass email (spam) sent from a third-party network is prohibited.
- Header Forgery: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending EmagineConcept.com account.
- Proxy Spamming: Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software is prohibited.
- Relaying: Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication is prohibited.

Mass Mailing Policy: Sending mass unsolicited email is considered spam. Unsolicited email is defined as email sent to a recipient who has not double-opted in to mailings from the Customer. Senders of mass mailings must maintain complete and accurate records of all opt-ins, including the email and its headers if applicable, and provide such records to EmagineConcept.com upon request. If positive and verifiable proof of opt-in cannot be provided, complaints from recipients of the mailing are considered proof they did not subscribe and the mailing is unsolicited. Use of the EmagineConcept.com service to

transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending EmagineConcept.com account.

Mailing List Policy: Emagine Concept's mass mailing rules also apply to mailing lists, list servers, or mailing services contracted for by Customer. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail address available to Customer for distribution of information. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

If Customer actions have caused EmagineConcept.com mail servers or EmagineConcept.com IP address ranges to be placed on black hole lists and other mail filtering software systems used by companies on the internet, Customer will be assessed a \$100 charge to Customer account and \$150 per hour for administrative charges incurred to remove and protect mail servers and IP ranges.

8. Usenet SPAMing: EmagineConcept.com has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

9. Unauthorized access: Use of the EmagineConcept.com service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Emagine Concept's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending EmagineConcept.com account is subject to immediate termination.

10. Copyright or trademark infringement: Use of the EmagineConcept.com service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

11. Collection of personal data: Use of the EmagineConcept.com service to collect, or attempt to collect email addresses, credit card information, or other personal information about third parties for fraudulent use or sale is prohibited.

12. Network disruptions and unfriendly activity: Use of the EmagineConcept.com service for any activity which affects the ability of other people or systems to use EmagineConcept.com Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. EmagineConcept.com will not tolerate any customer attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

13. Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it. By agreeing to this AUP, Customer affirms that the contact and payment information provided to EmagineConcept.com identifies Customer and that Customer is authorized to use the payment method. Commitment of fraud, obtaining services, or attempting to obtain services by any means or device with intent to avoid payment is prohibited.

14. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:

Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

15. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

16. Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. pinging, while using EmagineConcept.com services could result in suspension service.

17. Use of Banned Scripts/Programs: Use of scripts/programs that create excessive demands on our server resources and thus degrade performance for other hosting clients is banned. This includes ANY CGI-script powered chat room or bulletin board, including Ultimate Bulletin Board (UBB), IkonBoard, Burning Board (WBB), yaBB, and others along with Topsites .cgi scripts, formmail.pl (spam security concerns), IRC-related software (servers, bots, bouncers, etc.), Greymatter, and phpNuke. Accounts that are

found to have such software uploaded to their web space are subject to immediate suspension and/or termination without notice. We reserve the right to add from, modify, or otherwise adapt to this list other banned programs at our completely discretion.

18. Third Party Accountability: EmagineConcept.com customers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

19. Violation Of EmagineConcept.com Virtual Accounts: It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- 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 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.

- Users who violate systems or network security may incur criminal or civil liability. EmagineConcept.com 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.
- Violators of the policy are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as emergency security breach recovery and is currently charged at \$100.00 USD per hour required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be disconnected immediately. No service credits will be issued to Customers disconnected for network violations.

Network Performance

EmagineConcept.com accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of EmagineConcept.com systems or networks. EmagineConcept.com reserves the right to terminate or limit such activities.

REPORTING VIOLATIONS OF EMAGINECONCEPT.COM AUP

EmagineConcept.com requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@EmagineConcept.com

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. EmagineConcept.com may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Member's newsgroup posting privileges
- Suspend the Member's account
- Terminate the Member's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

REVISIONS TO THIS ACCEPTABLE USE POLICY

ImagineConcept.com reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).