

Lux Scientiae Acceptable Use Policy

Background

From time to time Lux Scientiae may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are called Acceptable Use Policies (AUPs) and are posted on the Internet at <http://luxsci.com/extranet/aup.html>. The AUPs are not exhaustive and Lux Scientiae reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to <http://luxsci.com/extranet/aup.html> or notification of the modified AUPs. By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as Lux Scientiae deems appropriate. An unlisted activity may also be a violation of the AUPs 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 LUX SCIENTIAE. 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 LUX SCIENTIAE'S POLICY TO TERMINATE REPEAT INFRINGERS. LUX SCIENTIAE RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server or account 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 customer is responsible for the cost to rectify any damage done to the customer's server or account 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 \$200 USD per hour. Enquiries regarding security matters may be directed to Support at support@luxsci.com.

System And Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Lux Scientiae 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, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up 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 Lux Scientiae. Such labor is categorized as emergency security breach recovery and is currently charged at \$200 USD per hour required. Enquiries regarding security matters may be directed to Support at support@luxsci.com. Lux Scientiae is concerned with the privacy of online 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, Lux Scientiae urges its customers to assume that all of their online communications are insecure. Lux Scientiae cannot take responsibility for the security of information transmitted over Lux Scientiae's facilities.

Password Protection

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

The account holder agrees to maintain a secure password to the account. Secure passwords are those that are at least 6 characters long, contain upper or lower case letters, and numbers or other characters, and can not be found in direct or reverse order in any English dictionary.

The account holder shall be solely responsible for maintaining the security of their accounts and passwords, and for preventing their unauthorized use. If the account holder shall become aware, or suspect, that any unauthorized person has obtained or attempted access through their account, then the account holder shall immediately notify Lux Scientiae and change their password.

Commercial Advertisements with E-mail

Lux Scientiae takes a zero tolerance approach to the sending of **Unsolicited Commercial E-mail (UCE) or SPAM** over our network. Very simply, this means that customers of Lux Scientiae may not use or permit others to use our network to transact in UCE. Customers of Lux Scientiae 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. E-mail is a person-to-person medium, not a broadcast medium.

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

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

Violation of Lux Scientiae's SPAM policy may be reported to abuse@luxsci.com.

Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which Lux Scientiae may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, tortuous, indecently depicts children or is likely to result in retaliation against Lux Scientiae by offended users. Lux Scientiae reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

Email Address Selection Policy

Lux Scientiae reserves the right to require you to change your email address in the event that it is deemed inappropriate. Possible inappropriateness includes, but is not limited to, names that are: racially offensive, sexually offensive, detrimental to Lux Scientiae and/or its affiliates/partners, or potentially a security issue.

This policy exists to ensure the highest possible degree of service to our clientele. In a time when entire IP address ranges are blacklisted for little or no reason at all, we must aim to avoid any potential disruptions in mail service and to ensure that a positive image is always portrayed.

Copyright Infringement - Software Piracy Policy

The Lux Scientiae 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.

In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to Support by e-mail at support@luxsci.com

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

Network Responsibility

Customers have a responsibility to use the Lux Scientiae network responsibly. This includes respecting the other customers of Lux Scientiae. Lux Scientiae reserves the right to suspend and or cancel service with any Customer who uses the Lux Scientiae network in such a way that adversely affects other Lux Scientiae customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorized access to servers and services that belong to Lux Scientiae or its customers (i.e. computer hacking), and/or
- Participating in behavior that results in reprisals that adversely affect the Lux Scientiae network or other customers' access to the Lux Scientiae network.

Lux Scientiae will react strongly to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a Lux Scientiae customer, whether or not the attacked account or computer belongs to Lux Scientiae, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of Lux Scientiae is strictly prohibited.

Violations of this policy may be reported directly to the FBI's Infrastructure Protection & Computer Intrusion Squad at <http://www.fbi.gov/programs/ipcis/ipcis.htm>. Lux Scientiae will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

Shared Web Hosting Responsibility

The shared hosting customer (a customer who employs services on Lux Scientiae server(s) shared with other Lux Scientiae customers) agrees to refrain from using their shared hosting accounts for running servers (especially IRC servers, IRC "bots", IRC "bouncers" and other "chat" related servers and services) or background processes. Long-running foreground processes and processes that take up significant CPU, except for text editors, are also to be avoided. Lux Scientiae shared hosting accounts should be used only for setting up, configuring, and installing working web sites and web applications, and not for the development and/or testing of software programs or scripts, or the use of Internet client programs which access non-Lux Scientiae servers.

Any use of Lux Scientiae shared hosting system resources that disrupts the normal use of the system for other Lux Scientiae customers is considered to be an abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include spawning an excessive number of processes, consuming excessive amounts of memory or CPU, spamming or mass emailing using internal or external mail servers, and using extreme amounts of disk space or bandwidth well beyond 400% of the customer's purchased quotas. The remedial action taken may range from a warning to the immediate termination of the customer's services, depending on the severity of the abuse, the customer's history of abuse, and the discretion of Lux Scientiae.

Web hosting clients are fully responsible for any and all security vulnerabilities in their web site(s). If any web site vulnerabilities are compromised, the web hosting client will be fully responsible as if the client him/herself had explicitly performed the compromise and associated resulting actions.

Shared E-mail Hosting Responsibility

The shared email hosting customer must be responsible such that their account does not use excessive bandwidth for incoming, outgoing, or downloading of email. Customers whose accounts use less than 0.5 Gb/month/user on average are within the bounds of acceptable use. Accounts whose usage noticeably exceeds 0.5 Gb/user/month may be charged for excessive bandwidth beyond this limit (0.5 Gb/user/month) at the current rate for bandwidth (\$3.50/Gb). If it is determined that your account is using excessive bandwidth for email services, you may, at the sole discretion of Lux Scientiae administration, and based on the severity of the overage, be warned, charged, and/or have your services disabled without notice. If you anticipate requiring large amounts of bandwidth, please contact us for special arrangements.

Shared email hosting clients also agree not to abuse these services by performing actions such as, but not limited to, making excessive numbers of simultaneous connections to our email servers, using excessive amounts of CPU, using extreme amounts of disk space well beyond 400% of the customer's purchased quota, spamming or mass emailing using internal or external mail servers, or other actions that infringe on the proper functioning of the email servers or which affect of the quality of service we are able to provide to other clients on the shared servers. Clients in violation may be warned, or have their services suspended and/or terminated without notice, at the sole discretion of Lux Scientiae administration.

Dedicated Hosting Responsibility

The dedicated hosting customer (a customer that leases one or more dedicated servers from Lux Scientiae) may use IRC and any other server, background, and foreground application inside the Lux Scientiae network on their leased dedicated server(s) as long as such use does not violate any of the other terms of this AUP.

As a policy, Lux Scientiae will not provide vanity IRC reverse DNS records. To enforce this policy Lux Scientiae does not turn the reverse address of IPs over to the customer. Authority over this information remains with Lux Scientiae.

Lux Scientiae administers the network on which customer servers reside. The customer cannot use IP addresses that were not assigned to them by the Lux Scientiae staff. Any server found using IPs that were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

Lawful Purpose

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to: copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.

Using any Lux Scientiae service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of Lux Scientiae services or products is prohibited. Using the Lux Scientiae network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within Lux Scientiae network are open to the public. You are solely responsible for your usage of the Lux Scientiae network and servers and any statement you make on servers hosted within the Lux Scientiae network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

Pornography

Lux Scientiae 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 Lux Scientiae 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

Lux Scientiae explicitly prohibits use or display of material containing pornographic material of any kind. The use of Lux Scientiae services for the storage of such materials is also prohibited, even if such materials are not apparently publicly available.

Data Backups

Lux Scientiae attempts to make regular and frequent backups of all data in the shared-hosting customer's account and stores these backups on disk and/or tape in distributed locations to protect the data. These backups help to protect the client against equipment failure, security failure, and other hazardous situations.

Unless the customer has a special agreement with Lux Scientiae, the retrieval of information from these backups will be accompanied by a service charge to be determined. Lux Scientiae makes no guarantee as to the regency or availability of the backup data requested. Unless the customer has an explicit backup agreement with Lux Scientiae, the client should assume full responsibility for preserving and protecting their data.

Lux Scientiae does not perform backups of any data on leased dedicated servers unless specifically contracted to do so.

Billing

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

Suspension

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

Cancellation

Lux Scientiae reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacting regarding the activity. All fees paid in advance of cancellation will be refunded on a prorated basis at the discretion of Lux Scientiae if Lux Scientiae institutes its right of cancellation. Any violation of policies that results in extra costs to Lux Scientiae will be billed to the customer (i.e. transfer, space etc.).

Indemnification

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

Disclaimer of Responsibility

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

All Sub-Networks, resellers and managed servers of Lux Scientiae 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 AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.