

## LuxSci Acceptable Use Policy

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### Background

From time to time Lux Scientiae (LuxSci) 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 <https://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 <https://luxsci.com/extranet/aup.html> or by providing notice of the modified AUPs to LuxSci customers. By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement (<https://luxsci.com/extranet/msa.html>), or its equivalent, Customer agrees 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. No credits will be issued for any interruption in service resulting from AUP violations.

**VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM LUXSCI. 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 SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, FILES, TEXTS, MESSAGES, FORM DATA, AND DOMAIN NAMES. IT IS LUXSCI'S POLICY TO TERMINATE REPEAT INFRINGERS. LUXSCI RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.**

### Customer Security Responsibilities

If Customer's server or account is involved in a security breach or in an attack on another server or system, it may be shut down or services may be disabled, and an immediate investigation may be launched to determine the cause/source of the security issue. Customer is solely responsible for any breaches of security affecting services or servers under Customer control where said breaches are the result of Customer actions, Customer's users, security issues with Customer web site(s), or the actions of anyone who is using Customer logins, databases, web sites or other credentials as part of the security incident. In these cases, Customer is responsible for the cost to rectify any damage done to Customer's server, account, and any other systems affected by the security incident. The labor used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at \$500 USD per hour. Enquiries regarding security matters may be directed to Support at [support@luxsci.com](mailto:support@luxsci.com).

### System and Network Security

Violations of system or network security are prohibited and may result in criminal and civil liability. LuxSci 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, scanning, 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, message, or online 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 LuxSci. Such labor is categorized as emergency security breach recovery and is currently charged at \$500 USD per hour required. Enquiries regarding security matters may be directed to Support at [support@luxsci.com](mailto:support@luxsci.com). LuxSci 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, LuxSci urges its customers to assume that all online communications are insecure, unless specific services are used to secure it.

## Password Protection

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

Customer shall be solely responsible for maintaining the security of its accounts and passwords, and for preventing their unauthorized use. If the account holder shall become aware, or suspect, that any unauthorized person has obtained access through their account, then the account holder shall immediately notify LuxSci and change their password(s).

## Spam and Commercial Advertisements with E-mail

Lux Scientiae takes a zero-tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over its network. Very simply, this means that customers of LuxSci may not use or permit others to use its network to transact in UCE. Customers of LuxSci 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 an unsolicited message, especially an advertisement, to multiple recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic or have an existing business or personal relationship with the sender. This includes both commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages where the recipient has not requested or invited the message.

Customers of LuxSci are strictly prohibited from using or permitting others to use UCE or SPAM over its network.



As our Customers are ultimately responsible for the actions of their users over the LuxSci network, it is advisable that Customers develop a similar, or stricter, policy for their users.

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

Violation of LuxSci's SPAM policy should be reported to [abuse@luxsci.com](mailto:abuse@luxsci.com).

## SMS and SecureText

LuxSci provides an SMS (aka texting) facility and SecureText uses this facility. Customers are prohibited from the use SecureText or LuxSci's SMS facility to:

- Launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the LuxSci's Services or any other conduct that adversely impacts the availability, reliability or stability of the LuxSci Services.
- Transmit any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious content.
- Use the LuxSci Services in any manner that violates any applicable industry standards, third-party policies or requirements that LuxSci may communicate to its users, including without limitation, all of the applicable guidelines published by the CTIA (Cellular Telephone Industries Association), the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines or other industry standards.
- Engage in any unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spam laws and regulations including, but not limited to, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act.
- Use the LuxSci Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted SMS or text messages.
- Use LuxSci Services to harvest or otherwise collecting information about others, including email addresses or phone numbers.
- Use LuxSci Services to engage in fraudulent activity with respect to third parties.
- Violate or facilitate the violation of any local or foreign law, including laws regarding the transmission of data or software.
- Take any action to encourage or promote any activity prohibited under this Acceptable Use Policy.



- Transmit any material that infringes the intellectual property rights or other rights of third parties.
- Transmit any material that is libelous, defamatory, discriminatory or otherwise malicious or harmful to any person or entity.
- Create a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message.
- Send bulk messages using the default provided number or a custom long code (10-digit phone number). Bulk messaging is sending 30+ identical or similar SMS messages or 30+ SecureText messages in the space of 3 minutes or at a rate of more than 1 message/second. Customers needing to send such bulk campaigns are required to purchase a "short code" phone number.

Violation of LuxSci's SMS policies should be reported to [abuse@luxsci.com](mailto:abuse@luxsci.com) and can be grounds for immediate suspension of SMS access account-wide during an investigation of the situation. If a customer is found to be in violation of the SMS policy, LuxSci may, at its sole discretion, restrict, suspend or terminate customer's account. Further, LuxSci reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. LuxSci will notify law enforcement officials if the violation is believed to be a criminal offense.

## 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 for any network to which LuxSci may provide access. The customer should not publically post, transmit, or permit internet access to information that 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 LuxSci by offended users. Lux Scientiae reserves the right to refuse or terminate service at any time for violation of this section.

## Email Address Selection Policy

LuxSci 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 LuxSci and/or it's 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. We must also ensure that our services are not used for phishing or the possible impersonation of other people or companies.

## Copyright Infringement - Software Piracy Policy

The LuxSci 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](mailto:support@luxsci.com).

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

- Attacking or attempting to gain unauthorized access to servers and/or services that belong to LuxSci or its customers (i.e. computer hacking), and/or
- Participating in behavior that results in reprisals that adversely affect the LuxSci network or other customers' access to the LuxSci network.
- Using LuxSci services in such a way that the network or these services are overloaded and service is degraded or denied to other customers.

LuxSci 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 Phishing" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a LuxSci customer, whether or not the attacked account or computer belongs to LuxSci, 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 LuxSci is strictly prohibited.

Violations of this policy may be reported directly to the FBI's Infrastructure Protection & Computer Intrusion Squad. LuxSci will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

## Shared Web Hosting Responsibility

Shared web hosting customers (a customer who employs services on LuxSci web hosting server(s) shared with other LuxSci 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 or bandwidth must also to be avoided. LuxSci 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, the use of Internet client programs which access non-LuxSci servers, or other uses.

Any use of LuxSci shared web hosting system resources that disrupts the normal use of the system for other LuxSci 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 or server bandwidth, spamming or mass emailing using internal or external mail servers, and using amounts of disk space or cumulative bandwidth well beyond the customer's purchased limits. 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 LuxSci.

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.

Remote access (e.g. access from servers other than those provided by LuxSci) to databases hosted on shared LuxSci servers is for administrative use only and concurrent connections should be limited to less than 10. Databases hosted on shared servers are not to be used as back-end databases for public web sites hosted with other service providers or other situations that could result in significant numbers of concurrent remote connections or significant sustained remote access.

## Shared Email Hosting Responsibility

A shared email hosting customer must be responsible that their account does not use excessive bandwidth for the downloading of email (POP, IMAP, or WebMail). Individual user accounts using 1 GB or more of bandwidth per hour would be considered excessive. Similarly, multiple users in an account using an aggregate amount of outbound bandwidth exceeding 2 GB/hour may also be considered excessive. If it is determined that your account is using excessive bandwidth for email services, you may, at the sole discretion of LuxSci administration, and based on the severity of the usage, be warned, charged, and/or have the service(s) of individual users or your entire account disabled and/or terminated without notice. If you anticipate requiring large amounts of bandwidth (i.e. for email migrations), please contact us for special arrangements (i.e., migration to a dedicated server).

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 or WebMail servers, using excessive amounts of CPU, using amounts of disk space well beyond the customer's purchased quota, spamming or mass emailing using your purchased SMTP services, or other actions that infringe on the proper functioning of the email servers or which affect 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 LuxSci administration.

## Dedicated Hosting Responsibility

In addition to the other AUP terms, it is not permitted on dedicated servers to:

- run IRC bots, servers, clients, programs, or anything related to IRC.
- attempt to probe, scan, penetrate or test the vulnerability of a server or network or to breach the server's security or authentication measures, whether by passive or intrusive techniques, without explicit authorization.
- distribute programs and tools designed to aid in the sending or unsolicited bulk email.
- use the services in such a way that the server becomes documented on recognized SPAM abuse lists.
- transmit publish, or store content that is offensive:



- constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to the cloud; or
- is otherwise malicious, fraudulent or may result in retaliation against the cloud by offended viewers.
- Content "published or transmitted" via the server's network or equipment includes Web content, email, messages, blog postings, chat and any other type of posting or transmission that relies on the Internet.

Furthermore

- you agree that if the IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and LuxSci or Server Provider may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions;

## 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 LuxSci 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 LuxSci services or products is prohibited. Using the LuxSci 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 LuxSci network may be open to the public. Customer is solely responsible for his/her usage of the LuxSci network and servers and any public statement Customer makes on servers hosted within the



LuxSci 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**

LuxSci 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 users over the Lux Scientiae 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, 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

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

## **Data Backups**

LuxSci makes regular and frequent backups of all data in a Customer's account and stores these backups in distributed locations to protect the data. These backups help to protect Customer against equipment failure, security failure, and other hazardous situations. The retrieval of information from these backups may be accompanied by a service charge to be determined. LuxSci makes no guarantee as to the recency or availability of the backup data requested.

## **Suspension**

LuxSci reserves the right to suspend access to any customer if, in the judgment of the LuxSci 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. If inappropriate activity is detected, all accounts of the Customer in question may 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**

LuxSci reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question may 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 LuxSci if LuxSci institutes its right of cancellation. Any violation of policies that results in extra costs to LuxSci may be billed to Customer (e.g. bandwidth).





## 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 LuxSci or the bringing of any claim against LuxSci by any third-party. This means that if LuxSci is sued because of Customer's or a Customer's user's activity, Customer will pay any damages awarded against LuxSci, plus costs and reasonable attorney's fees.

## Disclaimer of Responsibility

LuxSci 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. LuxSci 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.

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.