



## ACCEPTABLE USE POLICIES

This document contains Acceptable Use Policies (AUPs) for various Cox services including Data, Internet, CoxMail(sm) E-Mail, Web Hosting and Webconferencing Services ("Services"). In addition, this document contains Cox's IP Address Policy with respect to those Services. Use of any of these Cox Services shall at all times be subject to the terms and conditions of these AUPs. Web hosting customers may view their AUP by clicking on the control panel. The AUPs may be amended from time to time during the term of this agreement. Customer's continued use of the services following an amendment shall constitute acceptance. Cox is not responsible for the networks or facilities of third parties which may be necessary to provide service.

### **A. General Terms**

The following terms and conditions in this Section apply to all Internet-related Services obtained by Customer from Cox. ANY CUSTOMER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY COX ACCOUNT MANAGEMENT SO THAT THE CUSTOMER'S SERVICE CAN BE CANCELLED. In the event of a conflict between the Commercial Service Agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP and complaints of violations of this policy can be directed to [abuse@coxmail.com](mailto:abuse@coxmail.com).

- 1. Illegal Activity.** Use of the Services for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, or to engage in tortious conduct, is a violation of this Policy. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
- 2. Spamming/Unsolicited Bulk E-Mail.** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail is spamming and is prohibited. Customer may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum or are off-topic according to the charter or other owner-published FAQ or description of the group or list; send unsolicited mass e-mailings, send or forward chain letters; use the Cox Service as a maildrop for responses; and/or (d) falsify user information, including forging, altering or removing electronic mail headers. Customer may not reference Cox or any related entity (e.g. by including "Organization: Cox" in the header or by listing an IP address that belongs to Cox or any related entity) in any unsolicited e-mail even if that e-mail is not sent through the Cox network.
- 3. Bandwidth Limitations.** The Customer must comply with the then current bandwidth, data storage and other limitations on the Services. Customer may not use the Services in a manner that places disproportionate burden on the network or impairs the Service received by other Customers.
- 4. End Users.** If Customer allows others (end users) to use the Service, Customer is responsible for ensuring that end users comply with this AUP. Cox may disconnect Service if an end user violates this AUP. The Customer must also make contact information publicly available, and must respond in a timely manner to any complaints. Cox shall consider any complaints regarding the Customer's end users to apply to the Customer.
- 5. Security.** The Customer is responsible for any misuse of the Services, even if the inappropriate activity was committed by an employee, Customer, consultant, guest or other individuals who have access to the Customer's system or network. Therefore, the Customer must take steps to ensure that others do not gain unauthorized access to services. This includes any third party use of unsecured mail and news servers or any other unauthorized access that results in a violation of any portion of this AUP. The Services may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. Customer may utilize scanners, sniffers and any other such security analysis tools to maintain Customer's own network as long as Customer only uses such tools with respect to Customer's own network. Cox does not under any circumstance allow Customer or unauthorized individuals to scan, probe, or use security analysis tools against the Cox network or the networks of our other customers and use of or distribution of tools designed for compromising security of non-Customer networks, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Customer may not willfully or knowingly disrupt the

Services or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature also is prohibited. The Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on that device. If Cox detects that Customer's equipment or Customer's Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the Cox network, the Services provided to other Cox customers, or otherwise compromises the integrity or the operation of the Cox network, Cox may disconnect Customer from Service immediately; and, in this event, Cox will make reasonable efforts to promptly contact Customers regarding the interruption of Service.

**6. Customer Information.** Cox and its distribution affiliates and vendors may cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations. Cooperation may include Cox or its vendors providing the name, IP address(es), or other identifying information about a Customer. Upon termination of a Customer's Service, Cox is authorized to delete any files, programs, data and e-mail messages associated with such account. Cox will not release any personally identifiable information regarding our Customers (excepting that which is public knowledge, such as the InterNIC's WHOIS database) or their end users to any third party except upon presentation of (a) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Cox may release such information based upon its sole judgment as to the validity of any such order.

**7. Inappropriate Content and Unacceptable Links.** The Customer is solely responsible for any information that is accessed through use of the Services, and Cox bears no responsibility for such content. Cox and its distribution affiliates and vendors reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful or infringes on the copyright, trademark, or other intellectual property right of a third party. By using the Services to reproduce, publish, display, transmit and distribute content, the Customer is warranting that the content complies with this AUP and authorizing Cox and its distribution affiliates to reproduce, publish, display, transmit and distribute such content as necessary for Cox to deliver the content in a timely manner. Examples of unacceptable content or links: "Pirated software", "WareZ Sites",

**8. Newsgroups.** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The Customer is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited.

**9. Internet Relay Chat.** Cox Services may be used to participate in "chat" discussions. The Services may not be used to perform chat "flooding." Any single computer or other device connected through the Services may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The Services may not be used to access any chat server in violation of the acceptable use policy of that server.

**10. Consequence of Violation of Acceptable Use Policy.** When Cox becomes aware of an alleged violation of its AUP, Cox may initiate an investigation. For violations of this AUP, Cox may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Although Cox has no obligation to monitor Services provided and/or the network, Cox and its various affiliates, vendors and partners reserve the right to monitor bandwidth, usage, and content from time to time to operate our Services; to identify violations of this AUP; and/or to protect the network and Cox customers. Cox prefers to advise customers of inappropriate behavior and any necessary corrective action. Affiliates, in their sole discretion, believe violate this AUP, Cox or its distribution affiliates may take any responsive actions they deem appropriate. The failure of Cox or its distribution affiliates to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

## **B. Cox Business Internet Acceptable Use Policy**

This Acceptable Use Policy applies to all Cox Business Internet Services. The currently offered Cox Business Internet plans are multiple user plans with rate managed tiers for Internet access and may have simultaneous users, however, older plans no longer marketed were based on the number of users sharing the Internet connection as regulated by a Cox owned and managed router. Customer must comply with the bandwidth, data storage and other limitations set forth in their Commercial Agreement for Services. These Services will allow the Customer to have multiple number of users on the network provided, as defined in the product definition and contract, however, that data throughput performance will be impacted by the number of users and shall be subject to the rate or speed selected by Customer and Customer's Domain Name Service (incl. vanity domain name). In addition, the Customer has the ability to add servers as defined in the contract and service plan selected. Transmission speed of this Service may vary with the number of users and network management needs may require Cox to modify upstream and/or downstream speeds. Customer may not remove Cox owned and managed equipment without prior written permission from Cox Business Services.

### **C. CoxMailSM Acceptable Use Policy**

This Acceptable Use Policy applies to CoxMailSM Customers and end users. Each Customer may have multiple domain accounts and each domain account may have one or more end user.

**1. Forwarding/Filtering of Incoming E-Mail.** Cox is not responsible for the forwarding of e-mail sent by Customer or end user where the account has been suspended or terminated. Such e-mail will either be returned to sender, ignored, deleted, or stored temporarily at Cox's sole discretion. As owner of the equipment and other resources utilized to provide services, Cox has the legal right to block electronic communications from other entities on the Internet. Whenever possible, the party being blocked shall be made aware of such action before it occurs, however, Cox has the right to disable immediately any account in order to forestall further abuse or damage to e-mail systems. Should this occur, the Customer shall be notified as soon as possible. Unsolicited advertisements or solicitations sent from other networks which reference e-mail accounts hosted at Cox shall be treated as if they originated from the account referenced, unless there is evidence that the message originated with some unrelated party.

### **D. Mass Mailing Acceptable Use Policies**

This AUP is applicable to mass mailings by Customers, or 3rd parties contracted on behalf of Customers to send mass mailings to Cox hosted end users. Cox's mass mailing policy is designed to maintain Service quality by managing the process in a bandwidth-friendly manner. "Opt-in" Mailings are those sent to more than 150 users by either Cox Customers or their 3rd party partners to any group of end users. Opt-in means that end user has signed up for mailings voluntarily. Before Customer or its end users engage in mass mailings, Customer must contact [massmailing@coxmail.com](mailto:massmailing@coxmail.com) and comply with all instructions and requirements outlined by Cox before Customer may engage in mass mailings. Failure to comply with this requirement is a violation of this AUP.

### **E. Cox IP Address Policy**

Cox's IP address policy is based on RFC 2050 and the American Registry for Internet Numbers (ARIN) guidelines for Internet service providers; provided, however, that Cox may allocate IP addresses in any manner in which Cox determines, in its sole discretion, is reasonable for the operation of its internet business. Please contact Cox for any questions regarding IP address rules and policies. Cox will allocate IP addresses to customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration, termination or cancellation of Commercial Services Agreement..

**1. Domain Name Registrations** If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration and use shall be subject to the terms and conditions required by the domain name registrar, which may be amended from time to time and are presently posted at <http://globalpartnernetwork.websitgalaxy.com/servicesagreement.html>, or at [http://www.netsol.com/en\\_US/legal/static-service-agreement.jhtml](http://www.netsol.com/en_US/legal/static-service-agreement.jhtml) depending on registrar utilized for your registration.

### **F. Web Hosting/Webconferencing Acceptable Use Policy**

This Acceptable Use Policy applies to Cox Web Hosting or Webconferencing Services. Cox reserves the right to add, delete, or modify any provision of this Policy at any time without notice. Any party seeking to report any violations of the Cox AUP may contact Cox via e-mail: [abuse@coxhosting.com](mailto:abuse@coxhosting.com) .

**1. System and Network Security.** Cox will not change passwords to any account without proof of identification, that is satisfactory to Cox, and that may include written authorization with signature. In the event of any partnership dissolution, divorce, corporate reorganization, or other legal proceeding involving Customer and the Service, Cox may put the account on hold and suspend services until the situation has been resolved to Cox's reasonable satisfaction. Under no circumstances will Cox be liable for any losses incurred by Customer during this time of determination of ownership, or otherwise. Customer is responsible for all accounts, sub-accounts, and alternative account names associated with the Customer's principal account. The Customer is responsible for ensuring full compliance by all users of that account with Customer's obligations under the Agreement and this AUP. A Customer account may not be transferred without prior written approval from Cox. The Customer is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Customer's account, the Customer will be liable for any unauthorized use of the Cox services, including any damages resulting therefrom, until the Customer notifies Cox's Customer care staff.

**2. Misuse of System Resources.** It is a violation of this policy to employ posts or programs which consume excessive CPU time or storage space; to permit the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their Customer's account; or to resell access to CGI scripts installed on our servers. Cox shall determine in its sole discretion whether Customer is misusing system resources.

**3. Servers.** A user shall not use another site's mail server to relay mail without the express permission of the site. If the Customer sells or resells advertising or web space to a third party then the Customer will be responsible for the contents of that advertising and the actions of that third party. Cox has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current AUP for Web Hosting. If the Customer refuses to remove any advertising or other third party content deemed objectionable by Cox, Cox may terminate the Services.