

Attachment A: Acceptable Use Policy (AUP)



1. This AUP is intended to protect Customer and the Internet community from the inappropriate use of Mod Mission Critical LLC (MODMC)'s computing and network services (Services).
2. Customer, and its end users or any third party that uses its services, must not:
 - a. Use the Services to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, e-mail, bulletin boards, newsgroups, software, files) or otherwise send, or facilitate the sending of unsolicited commercial email and mail bombs to any person or system in a way that could be expected to adversely impact MODMC's network or facilities, or may potentially encroach on a third party's intellectual property rights or any rights of publicity or privacy; The only circumstances in which the Services may be used to send unsolicited data of an advertising or promotional nature is where the unsolicited data is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive data from the sender from time to time, for example by ticking a box to that effect on the sender's web site. Unless these requirements are met, users must not send unsolicited bulk data through the Services. If these requirements are met, the user must also provide an unsubscribe function on their web site (and make this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list;
 - b. Attempt to connect to any third party systems without prior permission or arrangement;
 - c. Use the Services in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities like Denial of Services attacks, or scanning or any form of probing / automated network status polls / information collection of a third party's network / system without prior permission, intentional or otherwise;
 - d. Use the Services to conduct any other activities, which in MODMC's discretion are considered detrimental to its customers and/or its own operations;
 - e. Use the Services to:- (i) send data, or cause data to be sent, to or through MODMC Connect that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing; and (ii) relay data from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the data; and
 - f. Violate or attempt to violate the security of the Services, including without limitation, attempting to interfere with, disrupt or disable services to any user, host or network, including but not limited to via means of overloading, "flooding", "mail bombing" or "crashing".
3. Customer must immediately notify MODMC of any unauthorized access or attempted breach of security and may report violations of this AUP by notifying: MODMC Technical Support by email at abuse@modmc.net.
4. Each Customer is responsible for ensuring that Customer's Equipment is configured in a secure manner. Customers should not, through action or inaction, allow others to use its network for illegal or inappropriate activities.
5. MODMC will not be obliged to intervene in the event a host or network address which is assigned to Customer is being blocked or blacklisted by other internet service providers or policing bodies.
6. Upon discovery of a security breach affecting a Customer, or upon MODMC Technical Support being notified about a security complaint affecting Customer, Customer must take immediate steps to rectify the compromised systems. It is Customer's responsibility to ensure that all its computers and network equipment, as well as Customer's Equipment that utilizes an MODMC assigned network address is, in the opinion of MODMC, reasonably free from viruses, worms, trojan-horses, scanning codes and other malicious systems/software.
7. For event(s) that do not critically impact on the operations of MODMC's network or other customers' systems, MODMC will issue written notice to Customer regarding any violation of the AUP. Customer will make all necessary rectification to Customer's equipment within fourteen (14) days from the date of MODMC's notice.
8. For event(s) that critically impact on the operations of MODMC's network and/or other customers' systems, MODMC may, at its sole discretion, remove or disable Customer's network connections, block network addresses, or suspend all Services to Customer with or without prior notice to Customer. Service suspension under this paragraph will not prejudice any of MODMC's rights or remedies under the MODMC Master Services Agreement or otherwise.
9. MODMC will not be liable for any loss, expense, costs or damages of any nature suffered by Customer resulting in whole or in part from MODMC's exercise of its rights under this AUP. By using the Services, Customer agrees to waive and hold harmless MODMC from any claims relating to any action taken by MODMC under this AUP including conduct of investigation, issuing of warnings, refusal to post materials, removal of material, or suspension or termination of services, or other appropriate action.