



<http://mydedis.com>

## AUP

### 1. Introduction

This Acceptable Use Policy ("AUP") is accepted as part of the Service Agreement ("Agreement") entered into by and between MyDedis.com (the "Service Provider") and any entity that pays or agrees to pay for services (the "Subscriber").

### 2. Violations of AUP

The Service Provider, at its sole discretion, shall determine whether an act constitutes a violation of the AUP. The list provided as part of the AUP is meant to serve as a guideline and not a complete enumeration of prohibited activities. The Subscriber will notify the Service Provider to request permission prior to engaging in any activity which may impact the quality of service for other Subscribers.

The following acts will be considered violations of the AUP:

#### 2.1 Illegal Use

To include:

- Using the service in any way which violates European or International laws.
- Transmitting or linking to copyrighted material without authorization from the copyright holder.
- Violating export control regulations

#### 2.2 Malicious Activity

To include:

- Willfully interfering with the regular operation of the Service
- Attempting to access any system which the Subscriber knows or reasonably should know that the Subscriber is not authorized to access in the manner or to the extent attempted
- Hosting any deceptive material for the purposes of phishing
- Running any password cracking software
- Running root exploit kits against other servers
- Distributing viruses, worms, or trojan horses
- Forging or misrepresenting message headers in whole or in part
- Port scanning other networks or servers
- Threatening or encouraging bodily harm or destruction of property
- Violating of the rights of privacy or publicity of an individual

#### 2.3 Promotion of Illicit Activity

To include the promotion of:

- Any activities prohibited by European or International laws.
- Any activities which result in the spread of computer viruses or other damaging programs or data files
- Any activities which violate export restrictions (including making non-exportable information or software available to foreign nationals as may be prohibited by law)
- Hacking
- Gambling
- Circumvention of copyright or patent protection
- Child pornography
- Exposure of any trade secret

## **2.4 Unsolicited Bulk Electronic Mailing**

To include:

Transmitting any unsolicited commercial and or bulk e-mail

Transmitting any SPAM e-mail

## **2.5 Spamvertising and Related Activities**

To include:

Posting commercial, political, or advertising posts to public forums

Issuing unsolicited trackbacks for the purpose of promotion

Providing DNS resolution in support of Unsolicited Bulk Electronic Mailing

Hosting a destination site linked from Unsolicited Bulk Electronic Mailing

## **2.6 Abuse**

To include:

Consistent overuse of shared resources to the detriment of other Subscribers

Operating an open proxy server or using the Service as part of a proxy network

## **2.7 Insufficiently-Secure Administration**

To include:

Use of a null password, dictionary word as password, or any other form of authentication lacking reasonable secrecy from a third party as part of a root or user-level authentication scheme

Operating an open mail relay

## **3. Enforcement of AUP**

The Service Provider reserves the right to monitor the use of the Service.

Should the Service Provider determine, at its sole discretion, the Subscriber has committed any act which violates this AUP, the Service Provider reserves the right to immediately suspend or terminate Service with or without notice to the Subscriber.

The Service Provider will send notification by e-mail to the contact e-mail address on file for the Subscriber in the event that an AUP violation which does not merit termination of Service is identified. Should the Subscriber fail to respond and take action to correct an AUP violation identified in a notification from the Service Provider, the Service provider shall suspend the Service until acknowledgment is received and might apply a Service Suspension Fee.

The Subscriber agrees to pay all associated fees related to the suspension, termination, and reactivation of the Service.

### **3.1 Service Suspension**

In the event that the Service is suspended, regular Service fees shall continue to accrue over the duration of time for which the Service is suspended.

### **3.2 Service Termination**

In the event that the Service is terminated as a result of unacceptable use, a termination fee might be applied.

## **4. Reporting Violations of AUP**

If you believe you or your system was the subject of an attack originating from our network, contact [abuse@mydedis.com](mailto:abuse@mydedis.com) immediately.

Our security response team will investigate all complaints received.

## **5. Revisions to AUP**

The Service Provider reserves the right to change the AUP at any time, without prior notice.