

ACCEPTABLE USE POLICY

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Hosting Agreement with Bluehyphen. If you engage in any of the activities prohibited by this AUP document Bluehyphen may suspend or terminate your account.

Bluehyphen's Acceptable Use Policy (the "Policy") for Bluehyphen Services is designed to help protect Bluehyphen, Bluehyphen's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Bluehyphen. Bluehyphen reserves the right to modify the Policy at any time, effective upon posting at http://www.bluehyphen.net/downloads/BH_AUP.pdf

Prohibited Uses of Bluehyphen Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Bluehyphen's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on Bluehyphen's servers, is prohibited. Bluehyphen accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Bluehyphen customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any Bluehyphen-hosted domain, or referencing any Bluehyphen account, is prohibited.

4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.

5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

6. Unauthorised attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Bluehyphen customers or end-users by any means or device.

9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Bluehyphen network or on another provider's network.

10. Using Bluehyphen's Services to interfere with the use of the Bluehyphen network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each Bluehyphen customer is responsible for the activities of its users and, by accepting service from Bluehyphen, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an Bluehyphen customer will be forwarded to the Bluehyphen customer's postmaster for action. If violations of the Bluehyphen Acceptable Use Policy occur, Bluehyphen reserves the right to terminate services with or take action to stop the offending customer from violating Bluehyphen's AUP as Bluehyphen deems appropriate, without notice.