

Acceptable Use Policy (AUP)

A. Validity of the AUP

For the provision of Internet services by e-shelter, the parties agree to the validity of the following Acceptable Use Policy (AUP). The customer is to agree to the provisions of the Appendices under A. and B. with its own customers accordingly. If and to the extent that you resell the contractual services, the rules of the AUP are to be agreed as subordinated, in particular, to data protection.

B. AUP

This Acceptable Use Policy ("policy") provided by e-shelter governs any use of our applicable Internet Service (the "service"). The policy applies to customers of e-shelter (also referred to as "customers" or "you") using the service, including entities and users that have gained access to the service through customer accounts ("users"). This includes subscribers of customers providing Internet services via the e-shelter service.

The policy describes important responsibilities, unacceptable practices, limitations and restrictions on the use of the service.

By using the service, you acknowledge that you and your users/subscribers are to comply with the policy. You are responsible for violations of this policy by any users/subscribers that access the service through your account or infrastructure.

Any engagement of customers or users of the service in one of the following prohibited activities will result in a violation of this policy:

Illegal or Unauthorized Access and Usage

Accessing the service illegally, without authorization or attempting to penetrate security measures of another individual's system. Any use that violates applicable law, statute, ordinance or regulation. Also, any activity that might be used as a precursor to an attempted system penetration.

Spamming, Unsolicited Bulk / Commercial Email

Sending unsolicited bulk and/or commercial messages (known as spamming). This includes maintaining an open SMTP relay. The use of the service of another provider to send unsolicited commercial messages, spam or mailbombs, that promote a site hosted on or connected to the e-shelter infrastructure is also prohibited in terms of this policy.

Intellectual Property Violations

Any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, patents held by individuals, corporations or other entities.

Distribution of Viruses, Worms, Trojan Horses or similar destructive activities

Distributing any information regarding the creation of or sending viruses, worms, Trojan horses; and all activities that disrupt the use of the service or interfere with others' use of the service, such as denial of service attacks.

Spoofing

Any attempt to forge or misrepresent message headers, falsifying headers or transmission of information to mask the originator of the message.

Obscene Speech or Materials

Use of the service to distribute, transmit, display or otherwise make available unlawful, defamatory, obscene, indecent, pornographic, derogatory, sexist, racist, prejudiced, harmful, degrading, hateful, threatening, intimidating, harassing, fraudulent, deceptive, tortious or otherwise objectionable material or information.

Usenet Postings

Posting of content in newsgroups that does not comply with the group's charter or other related policies.

Export Control Violations

Exporting encryption software which is contrary to that respective country's rules and regulations.

The responsibility for avoiding the harmful activities as described rests primarily with you and your users/subscribers. e-shelter will not, as an ordinary practice, monitor your communication to ensure that you comply with e-shelter policy or applicable law.

The above listing of prohibited activities is not exhaustive and e-shelter reserves the right to take certain preventative or corrective actions in case of harmful activities.

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Should e-shelter become aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, implementing screening software designed to block such contents, denying access to the Internet, or take any other action it deems appropriate.

The policy will be revised from time to time. Changes of the policy will result in an update of the AUP posted on the e-shelter website. By using the service after an updated version has been posted, you accept any new or additional terms that result from the changes.

e-shelter will not intentionally monitor private electronic mail messages sent or received by you unless required to do so by law, governmental authority, or when public safety is at stake. e-shelter may, however, monitor its service to determine that its facilities are operating satisfactorily. Also, e-shelter may disclose information, including but not limited to, a customer/user of the service or a transmission made using our network, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request.

e-shelter is aware that many of its customers are, themselves, providers of Internet services. Therefore, information reaching e-shelter facilities from those customers may have originated from a user/subscriber of the customer or from another third-party. e-shelter reserves the right to directly take action against a user /subscriber of a customer in the case of a violation of the AUP. Also, e-shelter may take action against you regarding activities of one of your users/subscribers, even though the action may affect other users/subscribers of you. Similarly, e-shelter anticipates that customers who offer Internet services will co-operate with e-shelter in any corrective or preventive action that e-shelter deems necessary. Failure to co-operate with such corrective or preventive measures results in a violation of this policy.

e-shelter expects that its customers, who provide Internet services to others, will fully comply with all applicable laws concerning the privacy of online communications. A customer's failure to comply with those laws will violate this policy.

e-shelter assumes no obligation to inform you that customer information has been provided and, in some cases, may be prohibited by law from giving such notice. Furthermore, e-shelter may disclose customer information or information transmitted over its network where necessary to protect e-shelter and others from harm, or where such disclosure is necessary to the proper operation of the system.

As a matter of prudence, e-shelter urges you to assume that all of your online communications are insecure. e-shelter cannot take any responsibility for the security of information transmitted over e-shelter infrastructure.

Finally, e-shelter emphasizes that in signing the service agreement, you indemnify e-shelter for any violation of the service agreement, law, or e-shelter policy that results in loss to e-shelter or the bringing of any claim against e-shelter by any third-party.

You agree that you will immediately notify us in writing if you become aware of any actual or suspected violation of this policy, and that you will provide us with any assistance we request to investigate, remedy or end such actual or suspected violation.

In any case of complaints about a violation of this AUP or prohibited use of the service please contact e-shelter.