

Acceptable Use Policy

Scope

The CDP, Inc. Acceptable Use Policy ("AUP") applies to all CDP, Inc. accounts and services.

Rationale

CDP, Inc.'s AUP is designed to help protect our customers and the Internet community from irresponsible or illegal activities. CDP, Inc.'s network connects to many other networks, commercial and governmental, some with restrictions on usage. CDP, Inc.'s users must comply with all acceptable use policies for all networks that they traverse, and at all times comply with local, state, and federal laws as well as applicable international laws. Protection of our customers and our resources, the ability to provide quality services to our Customers, conformance with existing laws, and the protection of our reputation as a service provider are contributing factors to AUP violation decisions.

CDP, Inc. does not actively monitor, nor does CDP, Inc. exercise editorial control over, the content of any web site, electronic mail transmission, mailing list, news group or other material created or accessible over CDP, Inc. services. CDP, Inc., however, reserves the right to remove any materials CDP, Inc. does become aware of that, in CDP, Inc. sole discretion, are potentially illegal, could subject CDP, Inc. to liability, or violate this AUP.

If a CDP, Inc. account is used to violate the AUP, we reserve the right to suspend or terminate service without notice. Our preferred course of action would be to advise the account owner of the inappropriate behavior and offer corrective action necessary. However, flagrant or repeat violations of the AUP will result in immediate termination of service. Below are some sample guidelines; *violations are not limited to these representative samples.*

Electronic Mail and News Guidelines

- Sending unsolicited (spamming) commercial e-mail is prohibited. Using an CDP, Inc.-mail address to collect responses from unsolicited commercial e-mail is prohibited. Sending large volumes of unsolicited e-mail (mail bombing) is prohibited. CDP, Inc. will notify the Customer of any spamming and/or bombing complaints and will suspend or terminate the Customers e-mail account(s) as follows:
 - 1st complaint occurrence – CDP, Inc. will issue, to the Customer, a written notification of the complaint(s) and reminding the Customer of CDP, Inc.' AUP.
 - 2nd complaint occurrence – CDP, Inc. will issue, to the Customer, a written notification of the complaint(s) and will suspend the Customer's domain(s) for a period of seven (7) days.
 - 3rd complaint occurrence – CDP, Inc. will issue, to the Customer, a written notification to the Customer of the complaints(s) and will suspend the Customer's domain(s) for a period of thirty (30) days.
 - 4th complaint occurrence – CDP, Inc. will issue, to the Customer, a written notification of the complaint(s) and will terminate the Customer's domain(s).

- Harassment: Sending threatening or harassing e-mail, after being requested to stop, is prohibited. Extremely threatening or harassing e-mail is prohibited always.
- Attempting to impersonate any person, using forged headers or other identifying information, is prohibited. The use of anonymous remailers and nicknames does not constitute impersonation.
- Activities that adversely affect the ability of other people or systems to use CDP, Inc. services or the Internet are prohibited.
- Attempts, whether successful or not, to gain access to **any** computer system, or customer's data, without consent is prohibited.
- Sharing CDP, Inc. accounts with anyone, or re-selling CDP, Inc. service without express written consent from CDP, Inc. such as a Service Agreement is prohibited.
- Using programs to defeat system timers limiting inactivity is prohibited.
- CDP, Inc. does not censor the content of any newsgroups. We do advise our users that tools are available to screen an account's access to newsgroups one considers offensive. It is the account owner's responsibility to make use of such tools if desired.
- Untimely payment of any and all amounts due may result in account cancellation.

Disk and Bandwidth Utilization

CDP, Inc. Service Descriptions specify limits on bandwidth and disk utilization. Use of CDP, Inc. accounts or network services acknowledges you have read and accepted the Service Description for your account.

System Administration, Privacy and Security

CDP, Inc. does not monitor the activity of accounts except for measurements of system utilization and billing records. It may be necessary for CDP, Inc. employees to examine accounting logs and other records to resolve problems. CDP, Inc. reserves the right to access an account's electronic mailbox to solve system problems or mail system errors.

CDP, Inc. will cooperate with any and all appropriate legal authorities in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence, or other illegal activity.

CDP, Inc. makes no guarantee and assumes no liability for the security of any data on any server including "secure servers." Our customers are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method.