

#### **ACCEPTABLE USE POLICY "AUP"**

# Illegal Use

Enzu services may not be used for illegal purposes, or in support of illegal activities. Enzu reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

#### Threats, Harassment, and Collection of Personal Data

Enzu services may not be used to transmit or originate any material that harasses or threatens, encourages bodily harm, or destruction of property. Use of the Enzu service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.

## Forgery, Impersonation, and Fraud

Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Use of the Enzu service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes" and "chain letters" is prohibited.

#### Network Disruptions, Unauthorized Access, and Malicious Software

Use of the Enzu service for any activity which affects the ability of other people or systems to use Enzu Services or the Internet is prohibited. This includes "Denial of Service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inacceptable actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inacceptable manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Enzu will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

Use of the Enzu service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Enzu or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Enzu account is subject to immediate termination.

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

## Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right

The use of services provided by Enzu to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software is prohibited.



## Forum/Usenet Spamming

Enzu has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any forums, newsgroups or mailing list. Commercial messages that are acceptable under the rules of a forum, newsgroup or mailing list or that are solicited by the recipients are permitted.

#### Unsolicited e-mail and e-mail Misuse

Use of the services of Enzu to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type may result in the blocking of smtp network ports on the service, all client services, or immediate termination of the offending customer's account without warning or reimbursement.

Legitimate uses of bulk email in a manner consistent with United States law may be permitted at the sole discretion of Enzu. The use of Enzu services for emailing more than 500 recipients from a service should be preapproved by Enzu prior to commencing of email campaigns. Enzu's abuse resolution policy is to serve all abuse complaints via our ticket system and assure that they are handled professionally. Accounts generating notifications, alerts or complaints will incur a one-time administrative fee of \$35 per notification, alerts or complaint and are expected to resolve these issues themselves in a timely manner as indicated. In the event of a blacklist listing, an additional \$350 administrative fee will be issued along with immediate smtp blocking and at the discretion of the Company, immediate service termination. Should a contract be involved, the client must immediately pay the remainder of the balance owed between the current date and the end of the term per the original agreement.

Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Enzu account. Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Enzu service is in violation of this AUP.

### **Bulk Email**

Use of Enzu services for the origination, relay, or support of bulk email is prohibited. Customers are permitted to send low volume transactional emails and use the service for individual email accounts, but the service may not be used for sending commercial email, even if the customer has opted in to such emails. Sending marketing email in any sort of automated fashion is specifically prohibited.

# **IP Address Appropriate Use**

IP addresses are intended for use with hosting and web based applications and supporting technical purposes. The use of the ip's for web scraping, scanning, bypassing content restrictions, vpn, proxy and identity or location concealing services are strictly prohibited. Enzu has a zero-tolerance policy on abuse on these IPs and any abuse whatsoever will result in immediate termination without refund.

### **Third Party Accountability**

Enzu subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

Customer initials