



Internet Services Acceptable Use Policy

I. ELECTRONIC MAIL

Introduction

Digital Agent, LLC. (DA), has zero tolerance for Unsolicited Broadcast Email and Unsolicited Commercial Email ("UBE/UCE", commonly known as "Spam") whether originating from customers, from customers' customers, or from customers that provide services which are used to support UBE/UCE.

DA defines UBE/UCE as unsolicited broadcast or commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender, including but not limited to advertising, surveys, information pieces, third party spamming, website addresses, sales, and auctions.

The Policy

1. DA's customers, and customers of DA customers or any downstream customers, are prohibited from sending and shall not allow their connection to DA to be used for sending UBE/UCE. Mail senders are required to maintain records that verify, on a case-by-case basis, that explicit affirmative permission was obtained from recipients before mailing. Lack of such records can be considered, at DA's sole discretion, proof that permission was not obtained.
2. DA customers are responsible for ensuring that they, their customers, and their respective agents and contractors abide by this policy. DA's customers will be held responsible for all traffic either sent via their connection to DA or sent elsewhere using support services provided via their connection to DA. "Support services" includes hosting websites, electronic mailboxes, telephony gateways, IRC servers, sale of spamming software or other similar services. Customers are also responsible for ensuring that they do not advertise or promote themselves through UBE/UCE.
3. DA may charge customer and customer shall pay \$1000.00 per valid UBE/UCE complaint of which DA is notified.
4. If DA receives a complaint, it will be forwarded to customer for a response and complete resolution. If within twenty-four (24) hours there is no response indicating complete resolution, DA may block traffic to and from the IP address involved in the UBE/UCE complaint until DA is convinced that the problem is resolved and preventative measures have been implemented to prevent the violation from recurring. If DA receives repeat complaints indicating that a problem has not been resolved, DA may block traffic to and from the IP address(es) or, in its sole discretion, to the customer involved in the UBE/UCE complaint until DA is convinced that the problem is resolved. The customer is responsible for all UBE/UCE that passes through its connection to DA.
5. DA also reserves the right to block traffic to and from the IP address(es) involved in hacking, and/or port scanning.
6. Customers whose connection to DA is used to provide services to support UBE/UCE are subject to suspension of services upon two (2) hours' notification.
7. If you host an email server, you must maintain a mailbox and read mail to postmaster@yourdomain.com
8. In addition, from time to time, DA blocks third party IP addresses that DA believes are used for the distribution of UBE/UCE or are designated as open relays. Any blocking of such IP addresses shall prevent DA customers from sending or receiving traffic to and from such IP addresses.

What does this mean?

1. You must provide us with contact information for us to notify you regarding compliance with these provisions. E-mail and phones/cell phones are best, but we will attempt contact via pager as well.
2. You must educate your customers about UBE/UCE to ensure compliance with these provisions.
3. You must promptly investigate and satisfactorily deal with any UBE/UCE complaints forwarded to you.
4. When using a mailing list, you must confirm that the recipients on the mailing lists have requested or otherwise affirmatively accepted receipt of any materials to be sent by you.

Why this Policy?

Unlike senders of traditional "junk mail" who are required to pay for envelopes, materials and postage, senders of UBE/UCE can, given the nature of the internet, impose enormous costs on the recipients of their messages at little or no cost to themselves. Costs imposed on UBE/UCE recipients include ISP bandwidth used to deliver UBE/UCE, additional IP infrastructure needed to handle UBE/UCE, and time and money wasted in filtering out and deleting UBE/UCE. DA believes that users of the internet should not be forced to incur such expenses without their consent. As a result, DA believes that the elimination of UBE/UCE will result in a better and less expensive internet experience for all internet users and will allow DA to provide better and more efficient service to its customers.

II. DENIAL of SERVICE

You are prohibited from engaging in any activity with intent to disrupt the service of another Internet user, computer or network. This includes, but is not limited to, ICMP or other "flooding" attacks and malicious bulk e-mail transmission ("mailbombing").

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III. SYSTEMS and NETWORK SECURITY

You may not attempt to circumvent user authentication or security of any computer system or network using the SOFTWARE or SERVICES. This includes, but is not limited to, accessing data not intended for you, logging into a server or account to which you have not been given expressly authorized access, or probing the security of other computer systems or networks. Such activity includes, but is not limited to material protected by copyright, trademark, trade secret, or any other statute.

IV. PENALTIES for VIOLATION

Digital Agent reserves the right to immediately terminate the service of any customer found to be in the violation of this Policy. Users who violate systems or network security may incur criminal or civil liability. Digital Agent will cooperate fully with investigations of violations of system or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.