



Acceptable Use Policy:

Introduction

This Acceptable Use Policy ("AUP") sets forth the principles that govern the use by customers of the systems, services and products provided by Digital Marketing Solutions, Incorporated ("Company"). The AUP has been created to promote the integrity, security, reliability and privacy of Company's services, systems, and networks.

Compliance With Law

Customers shall not post, transmit, re-transmit or store material on or through any of Company's system services or products that: (i) is in violation of any local, state, federal or non-United States law or regulation; (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"); or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licenses for use by customer.

Prohibited Uses of Company's Systems, Services and Products

This AUP identifies the actions that the Company considers to be abusive, and thus, strictly prohibited. In addition to the other requirements of this AUP, Customer may only use the Company's systems, services and products in a manner that, in the Company's judgement, is consistent with the purposes of such systems, services and products. If a customer is unsure whether a contemplated use or action is permitted under the AUP, the customer should e-mail Company with a description of the proposed use at support@dmsweb.com for a determination as to whether the use is permissible under this AUP. The examples identified in the subsections below are non-exclusive and are provided, in part, for guidance purposes.

The following uses of Company's systems, services and products as described in subsections below are expressly prohibited:

A. Prohibited Actions: General Conduct

1. Transmitting on or through any of Company's systems, services, or products any material that is, in Company's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that may constitute a criminal offense, may give rise to civil liability, or otherwise may violate any local, state, national or international law.
2. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulations or law, or by the common law.
3. Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.
4. Actions that restrict or inhibit any Person, whether a customer of the Company or otherwise, in its use or enjoyment of any of the Company's systems, services or products.
5. Resale of Company's services and products, without the prior written consent of Company.
6. Deceptive on-line marketing practices.
7. Furnishing false data on the sign-up form, contract, or online application, including fraudulent use of credit card numbers.

B. Prohibited Actions: System and Network Security

1. Attempting to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks (such as running a SATAN scan or similar tool).
2. Effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which customer is not an intended recipient or logging onto a server or account that customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host.
3. Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet.
4. Executing any form of network monitoring which will intercept data not intended for Customer.

C. Prohibited Actions: E-Mail

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail.
3. Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings.
4. Malicious e-mail, including, but not limited to, "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail).
5. Unauthorized use, or forging, or mail header information.
6. Using a Company or a customer account to collect replies to messages sent from another provider.

D. Prohibited Actions: Usenet Newsgroups

1. Posting the same or similar messages to large numbers of Usenet newsgroup (" Newsgroup spams or USENET spam").
2. Posting chain letters of any type.
3. Posting encoded binary files to newsgroups not specifically named for that purpose.
4. Cancellation or superseding of posts other than your own, with the exception of official newsgroup moderators performing their duties.
5. Forging of header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
6. Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies.
7. Postings that are in violation of the written charters or FAQ's for those newsgroups.

Complaint and Enforcement

A. Complaint

Complaints regarding abusive conduct may be reported by mail to:

Digital Marketing Solutions
145 Barnstable Rd.
Hyannis, MA 02601

B. Enforcement

Company may, in its sole discretion, suspend or terminate service for violation of any of AUP at any time and without warning. As a general matter, Company attempts to work with customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service.

Liability

In no event will Company be liable to any customer or third party for any direct, indirect, special or other consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if Company was advised of the possibility of such damages.

Miscellaneous

A. Modification of AUP

Company retains the right to modify the AUP at any time and any such modification shall be automatically effective as to all customers when adopted by Company.

B. Applicability of AUP

The actions listed herein are also not permitted from other Internet Service Providers. Deceptive marketing, as defined by the Federal Trade Commission Deception Policy Statement, is not permitted through the Company's services or network. These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending FAX-like documents over the Internet).

C. Company Is Not Responsible For Content

Company is not responsible for the content of any posting, whether or not the posting was made by a customer of the Company.

D. Removal of Materials

At its sole discretion, Company reserves the right to remove materials from its servers and to terminate internet access to customers that Company determines have violated this AUP.

Customer Terms of Service:

Hosting and Management Clients

In addition to our [legal terms and conditions](#), all clients should be aware of our customer terms of service. We do not require hosting and management clients to sign long term contracts, unless such a contract is agreed to and signed by us and the client. Unless a signed contract stipulates otherwise, the following applies to all customers:

We make every effort to ensure that hosted websites, servers and e-mail services enjoy full uptime. All machines on our network reside on a 100Mb switched Ethernet network and are connected to the Internet via redundant high-speed connections to ensure optimal performance. However, from time to time a website or service may be unreachable for reasons beyond our control. We shall not be liable for any interruption of services due to circumstances beyond our control including, act of God, flood, natural disaster, regulation or governmental acts, fire, failure of a common carrier or their equipment or suppliers, civil disturbance, strike or weather. We shall not be liable for any acts that cause an outage or service interruption if they result from your failure to abide by our Legal Terms or our Acceptable Use Policy

Hosting and services invoices are sent each calendar quarter during the months of Jan., Apr., Jul., & Oct. Your acceptance of our quarterly invoices represents a 'hosting/service agreement' between our company and you. From time to time, when extended services or projects are ordered, we reserve the right to send a separate invoice from the quarterly invoice without affecting the hosting/service agreement.

This above referenced "Hosting/Service Agreement" shall continue in full force and automatically renew each calendar quarter. Either party may cancel the "Hosting/Service Agreement" by giving the other party notice of termination at least 60 days prior to the quarter which termination is desired. Termination must be made in writing and sent via registered mail or professional courier service. All past due balances must be paid and all fees of termination or transfer, including labor costs, must be paid before any domain name or web site can be released by DMS.