

# Rackmounted.com: Usage Contract

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Datarealm Internet Services, Inc. is hereinafter referred to as Datarealm. The Datarealm Internet Services, Inc. (Datarealm) Usage Policy has been developed with the following objectives:

- Ensure security, reliability and privacy of Datarealm's systems and network, and the networks and systems of others
- Preserve the privacy and security of individual users
- Encourage the responsible use of net resources and discourage practices which degrade the usability of network resources and thus the value of Internet services
- Maintain the image and reputation of Datarealm as a responsible provider
- Avoid situations that may cause Datarealm to incur civil liability

We expect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our customers are protecting the rights and privileges of all Internet users.

**VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND MAY RESULT IN IMMEDIATE TERMINATION OF ALL ACCOUNTS.**

## General Conduct

1. Customers may not engage in tortious conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, illegal pornography, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.
2. Customers are prohibited from transmitting on or through any of Datarealm's services, any material that is, in Datarealm's sole discretion, unlawful, threatening, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
3. Datarealm's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state or local regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute, law or regulation. Datarealm reserves the right to remove such illegal material from its servers.
4. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the sign up form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

## System and Network Usage

### Email

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send any email that has not been solicited. If a recipient asks to stop receiving email, the customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of unsolicited commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
5. Malicious email, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
6. Forging of header or any other information is not permitted.
7. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
8. Datarealm accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.

Initial:\_\_\_\_\_ Date:\_\_\_\_\_

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9. 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).

10. Customers may not send Usenet spams (i.e. publicizing their site in a large number of newsgroups that are irrelevant to the topic of the site).

11. Customers may not operate an "open-relay" mailserver.

NOTE: Datarealm, Inc. operates under a strict one-warning policy regarding unsolicited e-mail, unless the violation is of such nature that the account, in our sole discretion requires immediate termination, in which event service will be immediately terminated.

## Security

1. Customers may not attempt 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.

2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, overload of a service, and any activity resulting in the "crash" of a host.

3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

4. Customers must safeguard their account passwords to prevent unauthorized access to their account. Customer is liable for all resource fees incurred under customer's account. If customer grants public write permissions to customer's account, customer is liable for fees for disk space consumed by any others writing to the account.

5. Users who violate systems or network security may incur criminal or civil liability. Datarealm will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## Privacy

1. Datarealm will not sell or knowingly disclose its customer lists or customer email or listserv address lists. We will attempt to protect the privacy of our customers and their information that is stored on our network. Datarealm will only access and disclose information as necessary to comply with applicable laws and government requests, to operate and maintain our systems and services, or to protect ourselves or our customers.

2. Datarealm will not monitor or disclose a customer's private email messages unless required by court order or law. We will cooperate with the authorities and will notify such authorities if it suspects that a customer is engaged in illegal activities.

## Material and Product Requirements

1. Customers must ensure that all material and data placed on Datarealm's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on Datarealm's part. We shall make no effort to validate this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", we have the option at any time to reject this material. Datarealm will notify the customer immediately of its refusal of the material and afford the customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Datarealm.

2. Use of Datarealm's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the customer's Web space. Customers must have the necessary knowledge to create and maintain a Web space. It is not the responsibility of Datarealm to provide this knowledge or customer support outside of the service defined in the Service Agreement.

## Customer Responsible for Backups

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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Customer is responsible for maintaining a backup copy of customer's Datarealm files elsewhere to ensure recovery in the event of loss or damage to customer's files. At customer request Datarealm makes periodic backups of all files, but make no guarantees of any kind, either expressed or implied, as to the integrity of these backups. Should the file loss be due to some error on the part of Datarealm, Datarealm will attempt to recover the files from their most recent archives at no cost to the customer. Should the file loss be due to some action of the customer, or due to vandalism brought on by the customer's negligence of securing their account, Datarealm will attempt to recover the files from their most recent archives.

THE USAGE POLICY DEFINES THE ACTIONS WHICH DATAREALM CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THIS POLICY ARE NON-EXCLUSIVE, AND ARE PROVIDED SOLELY FOR GUIDANCE TO DATAREALM' CUSTOMERS.

If you are unsure whether any contemplated use or activity is prohibited, please send e-mail to [policy@serve.com](mailto:policy@serve.com) and we will assist you. Please note that the actions listed are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by Datarealm, or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the Federal Trade Commission Deception Policy Statement.

Datarealm must further limit any exceptions made to the Usage Policy as secondary in regards to server and network security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network.

Agreed To	
Date:	
By:	
Name:	
Title:	
Signature	

Initial:\_\_\_\_\_ Date:\_\_\_\_\_