

Acceptable Use Policy

The Acceptable Use Policy sets forth the principles, rules, and regulations that govern the use by the Customer of Software Guru's networks, systems, services, and products. This Acceptable Use Policy has been established to promote the integrity, security, reliability, and privacy of Software Guru's networks, systems, and Customer data contained within.

When using Software Guru's networks, systems, products, and services the Customer is prohibited from engaging in certain activities that include, but are not limited to, those described below. Such prohibited activities may, at the sole discretion of Software Guru, be grounds for termination of Agreement with a Customer, for the application of additional service charges or for the involvement of law enforcement agencies. Software Guru reserves the right to remove any content or restrict the use of the Services for activities or content that in Software Guru's reasonable judgment, violate the terms or conditions under which Software Guru provides the Services or violate this Policy.

Indirect or attempted violations of the policy, and actual or attempted violations by a third party on behalf of a Software Guru Customer or a Customer's end user, shall be considered violations of the policy by such Customer.

Software Guru reserves the right to change the Policy by delivering notice of its decision to change the Policy to the Customer at least 15 days prior to the changes taking effect. If you have any questions about this Policy, please contact Software Guru at abuse@SoftwareGuru.com

Prohibited Uses of Software Guru's Services and Products

This section of the Acceptable Use Policy identifies the uses and actions that Software Guru considers in its reasonable judgment to be unacceptable and/or abusive, and thus, is strictly prohibited. The Customer may only use Software Guru's networks, systems, services and products in a manner that, in Software Guru's sole judgment, is consistent with the purposes of such networks, systems, services and products. The following examples of prohibited uses and actions are non-exclusive and are provided for general guidance only.

1. to violate any law of any applicable jurisdiction, including, without limitation, laws governing advertising, alcohol, antitrust, child protection, drugs, encryption, exportation, food, financial services, firearms, gambling, importation, information systems, intellectual property, obscenity, privacy, securities, telecommunications and tobacco;
2. to commit a tortuous or otherwise wrongful act, including, without limitation, the posting or communication of libelous, defamatory, scandalous, threatening, harassing, or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress, whether through content, frequency, or size;
3. to engage in or to facilitate gambling activities;
4. to post, send, or receive any content that is obscene, pornographic, lewd, lascivious, or excessively violent;
5. to offer, solicit, sell, buy, rent, or license any goods, products, services, or information in, from, or to any location in which such activity is unlawful;
6. to advocate, promote, or otherwise encourage violence against any government, organization, group, individual or property, or to provide instruction, information, or assistance in causing or carrying out such violence;
7. to post, send, receive, display, distribute, or execute any content, including, without limitation, text, graphics, images, music, recordings, computer programs, links, frames, and "meta tags," that violates any

copyright, right of publicity, patent, trademark, service mark, trade name, mask work, trade secret or other intellectual property right of others;

8. to delete or alter author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner;

9. to violate the terms of applicable software licensing agreements;

10. to obtain or attempt to obtain unauthorized access, such as attempting to circumvent or circumventing any authentication or other security feature of any system, network, or account. This includes accessing data not intended for the user, logging into a server or account the user is not authorized to access, or probing the security of any system, network, or account;

11. to interfere or attempt to interfere with service to any user, host, or network by use of any program, script, command, or otherwise. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service or to burden excessively a service’s resources, and attempts to “crash” a host;

12. to introduce worms, harmful code and/or Trojan horses;

13. to attempt to circumvent the approval process for posting to a moderated newsgroup or bulletin board or to attempt to evade spam filters;

14. to cancel or supersede posts other than your own, with the exception of official newsgroup or bulletin board moderators performing their duties;

15. to send or post unsolicited messages or e-mail, whether commercial or not, a) to any recipients who have requested that messages not be sent to them, or b) to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;

16. to send or post a message whose subject or content is unrelated to the subject matter of the newsgroup or bulletin board to which it is posted;

17. to send or post a message or e-mail with deceptive, absent, or forged header or sender identification information;

18. to propagate chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings;

19. to use Internet Relay Chat “bots”;

20. to hold Software Guru, its affiliates, officers, employees and/or shareholders up to public scorn or ridicule