

Internet Acceptable Use Policy

Customer agrees to follow and enforce the provisions of the then-current version of the Acceptable Use Policy (the “Policy”). OXFORD NETWORKS reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy at www.oxfordnetworks.com/aup.asp or other notice to Customer. OXFORD NETWORKS reserves the right to suspend the service or terminate any Agreement effective upon notice for a violation of the Policy. Customer agrees to indemnify and hold harmless OXFORD NETWORKS from any losses, damages, costs or expenses resulting from any third party claim or allegation (“Claim”) arising out of or relating to use of the service, including any Claim which, if true, would constitute a violation of the Policy.

This Acceptable Use Policy specifies the actions prohibited by OXFORD NETWORKS to users of the OXFORD NETWORKS Network. OXFORD NETWORKS reserves the right to modify the Policy at any time.

Illegal Use

The OXFORD NETWORKS Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. OXFORD NETWORKS will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

Spamming

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A OXFORD NETWORKS CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.