Acceptable Use Policy

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Daimon Soft, LLC, ("Daimon Soft") including Internet service and may be amended from time to time. The policy is designed to protect the security, integrity, reliability, and privacy of both the Daimon Soft network and the products and services Daimon Soft offers to its customers. Daimon Soft reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of Daimon Soft's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

What Uses are Prohibited?

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Daimon Soft's products or services, if in the sole judgment of Daimon Soft such posting, transmission, re-transmission or storage is:
    a. in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations);
    b. threatening or abusive;
    c. obscene;
    d. indecent; or
    e. defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.

2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.

3. Resale of Daimon Soft's products and services without the express prior written consent of Daimon Soft (unless you are an authorized wholesaler).

4. Deceptive marketing practices.

5. Actions that restrict or inhibit anyone - whether a customer of Daimon Soft or otherwise - in his or her use or enjoyment of Daimon Soft's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.

6. Introduction of malicious programs into the Daimon Soft network or servers or other products and services of Daimon Soft (e.g., viruses, trojan horses and worms).

7. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.

8. Executing any form of network monitoring that will intercept data not intended for the customer.

9. Circumventing user authentication or security of any host, network or account.

10. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).

11. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.

12. Failing to comply with Daimon Soft's procedures relating to the activities of customers on Daimon Soft-owned or rented facilities.

13. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Daimon Soft products or services.

14. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

15. Harassment, whether through language, frequency, or size of messages.

16. Unauthorized use or forging of mail header information.

17. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.

18. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.

19. Use of unsolicited E-mail originating from within the Daimon Soft network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Daimon Soft or connected via the Daimon Soft network.

20. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.

21. No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Abusable Resources

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.
Enforcement

Daimon Soft may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, Daimon Soft attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Daimon Soft reserves the right to suspend or terminate based on a first offense.

Electronic Communications Privacy Act Notice

Daimon Soft makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Daimon Soft technology, and makes no guarantee that any other entity or group of users will be included or excluded from Daimon Soft's network. In addition, Daimon Soft may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.