

Acceptable Use Policy

Optic Fusion's acceptable use policies ("Policies") set forth below define acceptable practices while using any of Optic Fusion's services that provide access to the Optic Fusion network (the "Service"). By using the Service, Client acknowledges that users that have gained access to the Service (collectively "Users"), have read, understood, and agree to abide by the Policies. Client is responsible for violations of these Policies by any User. Optic Fusion may edit or remove content that we deem to be in violation of the Policies.

The Policies apply to all aspects of the Service. Client is entirely responsible for maintaining the confidentiality of account information. Client agrees to indemnify, defend, and hold Optic Fusion, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third party providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from Client's violation of this Policy, misuse or abuse of the Service, or Client's infringement, or infringement by any other user, of any intellectual property or other right of any person or entity. Client will cooperate as fully as reasonably required in Optic Fusion's defense of any claim. Optic Fusion reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client and Client shall not in any event settle any matter without the written consent of Optic Fusion. Client agrees immediately to notify Optic Fusion of any unauthorized use of account or any other breach of security known to Client.

General

These Policies are designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. Users are generally expected to behave in a reasonable fashion and to adhere to commonly accepted practices of the Internet community.

For the most part, simply exercising good judgment and common sense while using the Service should enable Users to remain within the purview of acceptable conduct as further described in these Policies. The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such.

Rights of Optic Fusion

If Users engage in conduct while using the Service that is in violation of the Policies or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate the Service or the User's access to the Service. In most cases, we will attempt to notify you of any activity in violation of the Policies and request that the User cease such activity; however, in cases where the viability of the Optic Fusion network is threatened or cases involving UCE/SPAM, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, we reserve the right to suspend your Service or the User's access to the Service without notification. In addition, we may take any other appropriate action, legal or otherwise, against a User for violations of the Policies, which may include termination of the Service. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring via the Service and will have no liability to any party, including you, for any violation of the Policies.

Unauthorized Access/Interference

A User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information. A User may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. A User may not use the Service to monitor any data, information, or communications on any network or system without authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other users.

UCE/Spamming/Mailbombing

A User may not use the Service to transmit excessive volumes of unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient, constitutes Unsolicited Commercial E-mail "UCE" and is prohibited. In addition, "spamming" or "mailbombing" is also prohibited. Use of the service of another provider to send UCE, spam or mailbombs, to promote a site hosted on or connected to the Optic Fusion network, is similarly prohibited. Likewise, you may not use the Service to collect responses from mass unsolicited e-mail messages.

Spoofing/Fraud

A User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a User's identity in connection with use of the Service is prohibited.

Illegal Activity

Users agree to use the Service only for lawful purposes. Use of the Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful

Other Prohibited Activities

The following activities are also prohibited:

- Attempting to intercept, redirect, or otherwise interfere with communications intended for others.
- Intentionally transmitting files containing a computer virus or corrupted data.
- Using the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party

- Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason
- Maintain, or send email to, "opt-in targeted marketing lists" if Customer cannot demonstrate, to Optic Fusion's satisfaction, that the members of the list have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s)

Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in these Policies, may result in suspension or termination of the User's access to and use of the Service, without compensation.

Cooperation with Investigations

We will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

Privacy

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our On-line Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."

If you become aware of any violation of these Policies by any person, please notify Optic Fusion, either in writing or by email. We will notify our Customer, of complaints received by us regarding each incident of alleged violation these Policies by Users of the Service. You agree to promptly investigate all such complaints and take all necessary actions to remedy any actual violations of these Policies. We may identify to the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications. Optic Fusion reserves the right to install and use, or to have Client install and use, any appropriate devices to prevent violations of these Policies, including devices designed to filter or terminate access to the Services provided by Optic Fusion.