

Acceptable Use Policy

NForce Entertainment B.V. (NE) agrees to furnish services to the subscriber, subject to the following AUP (Acceptable Use Policy). Use of NE's Service constitutes acceptance and agreement to NE's AUP as well as NE's TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) and of NE and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment. This Agreement shall be construed in all respects in accordance with the laws of The Netherlands.

Guidelines of NE AUP:

- Ensure a reliable service to our customers;
- Ensure security and privacy of our systems and network, as well as the networks and systems of others;
- Comply with existing laws;
- Maintain our reputation as a responsible service provider;
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services;
- Preserve the value of Internet resources as a conduit for free expression and exchange of information;
- Preserve the privacy and security of individual users.

NE intends to provide its customers access to everything the Internet has to offer. While the NE is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the NE's and the Internet cannot be permitted under the guise of free speech. The resources of the NE's and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the services we supplied.

You may not use your dedicated rack or virtual site to publish material, which NE determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If an NE account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

1. The following constitutes violations of this AUP

1.1 Illegal use

NE's services may not be used for illegal purposes, or in support of illegal activities. NE reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

1.2 Harm to minors

Use of the NE service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

1.3 Threats

Use of the NE service to transmit or receive any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

1.4 Harassment

Use of the NE service to transmit or receive any material (by e-mail, uploading, posting or otherwise) that harasses another.

1.5 Fraudulent activity

Use of NE service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

1.6 Forgery or impersonation

Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

1.7 Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM)

Use of the NE service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending NE account. Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

NE takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of NE may not use or permit others to use our network to transact in UCE. Customers of NE may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

Violation of NE SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, NE will initiate an immediate investigation (within 48 hours of notification). During the investigation, NE may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, NE may, at its sole discretion, restrict, suspend or terminate customer's account. Further, NE reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. NE will notify law enforcement officials if the violation is believed to be a criminal offense.

Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove any and all traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been completely removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation will be immediately and permanently removed from our network without notice.

First violations of this policy will result in an "Administrative Fee" of €250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of €500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed €175 per hour that NE personnel must spend to investigate the matter.

As our customers are ultimately responsible for the actions of their clients over the NE network, it is advisable that customers develop a similar policy for their clients.

1.8 E-mail / News Bombing

Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending NE account.

1.9 E-mail / Message Forging

Forging any message header, in part or whole, of any electronic transmission, originating or passing through the NE service is in violation of this AUP.

1.10 Usenet SPAM

NE has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

1.11 Unauthorized access

Use of the NE service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Ne's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending NE account is subject to immediate termination.

1.12 Copyright or trademark infringement

Use of the NE service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

1.13 Collection of personal data

Use of the NE service to collect, or attempt to collect, personal information about third parties without their knowledge or consent will result in a termination of the offending NE account.

1.14 Network disruptions and unfriendly activity

Use of the NE service for any activity which affects the ability of other people or systems to use NE Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. NE will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

1.15 Fraud

Fraud Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

1.16 Viruses

Distribution of Viruses Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

1.17 Inappropriate use of software

Use of software on a shared service that would facilitate a continued connection, i.e. pinging, while using NE services could result in suspension service.

1.18 Third party accountability

NE subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

1.19 Violation of shared/virtual services

It is absolutely forbidden to host pornographic content or IRC servers on shared/virtual services. Clients found hosting this material will be subject to immediate cancellation without refund.

2. Security

You are responsible for any misuse of your account, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You 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, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. NE 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.

3. Network performance

NE accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner that impairs network performance is prohibited by this policy and may result in termination of your account.

On shared accounts you are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs that negatively impact other customers or the performances of NE's systems or networks. NE reserves the right to terminate or limit such activities.

4. Reporting violations of the AUP

NE requests that anyone who believes that there is a violation of this AUP direct the information to the abuse department at abuse@nforce.com.

Make sure to provide the following information

- The IPv4/IPv6 address used to commit the alleged violation;
- The date and time of the alleged violation, including the time zone or offset from GMT;
- Evidence of the alleged violation (i.e. logs, print screens).

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. NE may take any one or more of the following actions in response to complaints

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- Issue written or verbal warnings;
- Suspend the member's newsgroup posting privileges;
- Suspend the member's account;
- Terminate the member's account;
- Bill the member for administrative costs and/or reactivation charges;
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

5. Revisions to this AUP

NE reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).