



Managed Data Solutions Acceptable Use Policy

Last Updated 5-18-2009

1. This Acceptable Use Policy ("**Use Policy**") describes prohibited uses of Managed Data Solutions, LLC ("**MDS**") hosting services (the "**Services**"), as described in the Hosting Services General Terms and Conditions ("**Hosting Agreement**") posted in our web site at <http://www.mdatasol.com> which is a part of this policy. These Use Policies are not limited and MDS reserves the right to modify these Use Policies at any time, without notice. Any violation of these Use Policies may result in the suspension or termination of the services or such other action as MDS deems appropriate, which is described further in the Hosting Services Agreement.
2. **USER GENERAL RESPONSIBILITIES:** The Services enable you to develop and display a Web presence through which you can interact with users of the Internet, retrieve and send information. Generally, MDS will not actively monitor, censor, or directly control any content that is or will be displayed on your Web site(s) or information that you collect or use through your Web site(s). MDS, however, provides the Services with the goals of:
 - Security, reliability and privacy of the Services for all users
 - Maintain an image of MDS as a responsible provider of the Services
 - Responsible use of Internet resources and discouraging degrading, libelous or illegal uses of such resources
3. **SYSTEMS AND NETWORK SECURITY:** Any violation of any systems or network security is prohibited, and may result in criminal and civil liability. MDS 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.
 - Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as timing out.
 - Failure to Safeguard Accounts. Failing to prevent unauthorized access to accounts, including any account passwords.
4. **ILLEGAL OR HARMFUL USES:** You may use the Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or these Use Policies is prohibited. The following non-limited list details the kinds of illegal or harmful conduct, which is prohibited. MDS reserves the rights to restrict or prohibit any and all uses of the Services or content on your Web site(s) and to remove such materials from its servers that MDS determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other MDS customers, or any third party.
 - Intellectual Property Infringement: Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.
 - Offensive Materials: Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, threatening, harmful, invasive of privacy or publicity, abusive, inflammatory or otherwise objectionable. Law requires MDS, to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through MDS's systems.
 - Export Violations: Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.
 - Harmful Content: Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
 - Fraud: Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), storage or transmission of any intentionally incorrect data or packet or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit numbers.
 - The distribution, storage or transmission of child pornography in any form.



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5. **E-MAIL:** You may not distribute, publish, or send any of the following types of e-mail:
 - Unsolicited promotions, advertising or solicitations commonly referred to as "spam", including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails as defined by applicable Oklahoma state laws and federal laws.
 - Harassing e-mail, whether through language, frequency, or size of messages.
 - Malicious e-mail, including without limitation: "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses). Emails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information. In addition, you may not use MDS mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.
 - Chain letters.

6. **MDS WILL CONSIDER INDIRECT OR ATTEMPTED VIOLATIONS OF THE USE POLICIES, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, VIOLATIONS OF THE USE POLICIES. VIOLATION OF ANY OF THESE POLICIES IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM MDS ACCORDING TO THE HOSTING AGREEMENT. YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR EMAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS MDS'S POLICY TO TERMINATE REPEAT VIOLATORS.**

7. MDS does not issue service credit for any services availability incurred through service disablement resulting from Acceptable Use Policy violations or suspected violations.

If you want to report any violations of these Use Policies or suspected abuse of your account, please contact us at the following e-mail address support@mdatasol.com.