



Acceptable Use Policy

1. Introduction

This acceptable use policy ("AUP") is an integral part of the customer's service agreement with root S.A. (referred to as "the provider"). If the customer engages in any of the activities prohibited by this AUP, the provider may suspend or terminate the customer's account. The provider may revise this AUP, without prior notice, which will be effective upon posting on the provider's website.

This AUP is designed in order to help to protect the provider, its customers and the internet community in general from irresponsible or, in some cases, illegal activities. The policy is a non-exclusive list of actions prohibited by the provider.

2. Responsibilities

- ▶ The provider provides an unfiltered internet access. The provider does not monitor the content of any communications and can therefore not bear responsibility for the accuracy or quality of any transmitted information.
- ▶ Each customer must comply with this AUP. By accepting service from the provider the customer assumes responsibility for the activities of his users and will ensure that these users comply with this policy. The customer is obliged to prevent misuse of the provider's services through his account. The provider cannot provide legal advice. The customer has to consult a lawyer himself to ensure the compliance of the usage of the services with all applicable laws and regulations.
- ▶ If the provider discovers or is informed about a potential violation of this AUP, the customer has to provide reasonable assistance in the investigation process and undertake every action necessary to resolve the issue and to prevent it from reappearing.

3. Network related prohibited actions

- ▶ Any type of spoofing, especially spoofing of IP or MAC addresses.
- ▶ Any type of flooding, especially flooding by ARP, TCP or UDP packets.
- ▶ Any attempts to interfere with routing protocols.
- ▶ Scanning hosts not belonging to the customer, especially scanning for open ports or vulnerabilities.
- ▶ Accessing computer systems without authorization or any attempt of gaining such access.

4. Content and service related prohibitions

- ▶ In general, the transmission, distribution and storage of any material violating applicable laws or regulations is prohibited. This includes without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization as well as material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- ▶ The sending of any form of unsolicited bulk e-mail, as well as the sending of unsolicited bulk e-mail from another service provider advertising any resource hosted on the provider's servers, is prohibited. The operation of unconfirmed mailing lists is not allowed; only double opt-in lists are accepted. The



customer is obliged to save the subscription confirmations of every user in the mailing list during its existence. Mailing to address lists purchased from third parties is prohibited.

- ▶ The mass posting of unsolicited messages to forums, guest books, social networks or any other service is strictly prohibited.
- ▶ The use of the provider's infrastructure for the transmission, distribution or storage of viruses or malware of any kind is prohibited, as well as the operation of control centers for botnets. The sending of phishing e-mails or the operation of replications of well known web sites and sending e-mails referring to these pages are not allowed.
- ▶ The customer is not allowed to operate proxy servers or any other service destined to hide the source of the user.

5. Consequences of non-compliance

Depending on the severity of the violation, the provider's reaction differs. In general, the following escalation steps can be identified:

- ▶ Warning the customer or requesting an action from the customer: The customer will be given a reasonable timeframe to resolve the issue. In case he fails to do so, more severe measures will be taken.
- ▶ Suspension of the customer's account: The customer's account will be temporarily blocked until the issue has been resolved.
- ▶ Termination of the customer's account: The customer's account will be permanently blocked or deleted.
- ▶ Invoicing the customer for administrative costs and/or reactivation charges: The hourly rate for administrative work is 70 €; reactivation charges are service dependent.
- ▶ Taking legal actions to counter violations and/or to collect damages caused by the violation. This action will be taken in case the customer has engaged in illicit activities.

All prices quoted in this document do not include any taxes.

Last updated 8th of October 2010