



Acceptable Use Policy

This agreement governs the relationship between Digitale Suisse AG and its customers. All customers ordering and using Digitale Suisse agree to this Acceptable Use Policy.

http://www.privatelayer.com/pdfs/PL_MSA.pdf

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Digitale Suisse, Inc., ("Digitale Suisse"). The policy is designed to protect the security, integrity, reliability, and privacy of both the Digitale Suisse networks and the products and services Digitale Suisse offers to its customers. Digitale Suisse reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of Digitale Suisse'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.

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 Digitale Suisse products or services, if in the sole judgment of Digitale Suisse such posting, transmission, retransmission or storage is: (a) in violation of any law or regulation of Switzerland (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations as prescribed by the Laws of Switzerland); (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 (as defined by Swiss Law) that are not appropriately licensed for use by customer.
3. Deceptive marketing practices.
4. Actions that restrict or inhibit anyone - whether a customer of Digitale Suisse or otherwise - in his or her use or enjoyment of Digitale Suisse 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.
5. Introduction of malicious programs into the Digitale Suisse network or servers or other products and services of Digitale Suisse (e.g., viruses, trojan horses and worms).
6. 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.



7. Executing any form of network monitoring that will intercept data not intended for the customer.
8. Circumventing user authentication or security of any host, network or account.
9. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
10. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
11. 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 Digitale Suisse's products or services.
12. 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.
13. Harassment, whether through language, frequency, or size of messages.
14. Unauthorized use or forging of mail header information.
15. 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.
16. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
17. Use of unsolicited E-mail originating from within the Digitale Suisse network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Digitale Suisse or connected via the Digitale Suisse network.
18. 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

Digitale Suisse 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 Email.

Prior to suspension or termination, Digitale Suisse attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Digitale Suisse reserves the right to suspend or terminate based on a first offense