

Acceptable Use Policy (AUP)



Use of a Pixelapes service constitutes acceptance and agreement to this Acceptable Usage Policy (AUP), as well as Pixelapes' Terms Of Service (TOS). At various times, Pixelapes may change either the TOS or AUP upon notification of the customer. Changes shall not be grounds for early contract termination or non-payment.

Pixelapes support the uncensored flow of information and ideas over the Internet and do not actively monitor customer activity under normal circumstances. Similarly, Pixelapes does not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites.

However, in accordance with the Pixelapes TOS, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP.

Please note that Pixelapes may terminate a customer account without notice and without refund for any breach of these Terms.

Guidelines

This document is intended to provide a basic understanding of Pixelapes' AUP. The following are guidelines for the establishment and enforcement of Pixelapes' AUP.

- Ensure 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.

While Pixelapes is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both Pixelapes and the Internet and cannot be permitted under the guise of free speech.

Pixelapes do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However we will respond appropriately if we become aware of inappropriate use of a Pixelapes service.

Customers may not use their account to publish material, which Pixelapes 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 a Pixelapes account is used to violate the AUP or TOS, Pixelapes reserve the right to terminate service without notice. We prefer to advise customers of inappropriate behaviour and any necessary corrective action, however, flagrant violations of the AUP 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.

Any questions regarding this policy should be addressed to abuse@pixelapes.com

Violations of Pixelapes AUP

The following constitute violations of this AUP.

Illegal use

Use of Pixelapes service for illegal purposes, or in support of illegal activities. Pixelapes reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

Harm to minors

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

Threats / Harassment

Use of a Pixelapes service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property, or harasses another.

Fraudulent activity

Use of Pixelapes 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."

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 e-mailers or nicknames does not constitute impersonation.

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

Use of Pixelapes service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Anyone hosting websites or services on their customer account 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 customer account will not be reconnected until such time that the customer agrees 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 customer account from our network without notice to the customer. Any customer account guilty of a second violation WILL be immediately and permanently removed from our network without notice.

E-mail / News Bombing

Malicious intent to impede another person's use of electronic mail services or news.

E-mail / Message Forging

Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Pixelapes service..

Unauthorized access

Use of the Pixelapes service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Pixelapes service 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.

Collection of personal data

Use of the Pixelapes service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Network disruptions and unfriendly activity

Use of Pixelapes service for any activity which affects the ability of other people or systems to use Pixelapes Services or the Internet. This includes "denial of service" (DOS) attacks against another account host or individual user. Interference with or disruption of other account users, services or equipment is prohibited. It is the Member's responsibility to ensure that their account is configured in a secure manner. A customer may not, through action or inaction, allow others to use their account for illegal or inappropriate actions.

A customer may not permit their account, through action or inaction, to be configured in such a way that gives a third party the capability to use their account 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. Pixelapes will not tolerate any customer 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.

Fraud

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

Copyright or trademark infringement

Use of the Pixelapes 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.

Distribution of Viruses

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems.

Inappropriate Use of Software

Use of software or any device that facilitates a continued connection, i.e. pinging, while using Pixelapes services.

Third Party Accountability

Pixelapes customers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the AUP.

Pornography

It is absolutely forbidden to host pornographic content on Pixelapes' Service. Customer accounts found hosting this material will be subject to immediate cancellation without refund.

Hosting of IRC Servers

It is absolutely forbidden to host IRC servers on Pixelapes' Service.

Security

Customers are responsible for any misuse of their account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, customers must take steps to ensure that others do not gain unauthorized access to their account. In addition, a customer may not use their account to breach security of another account or attempt to gain unauthorised access to another network or server.

The customer is responsible for the security of any password provided to them by Pixelapes. It is prohibited for the customer to share their password or account access with unauthorised users .

Attempting to obtain another customer's account password is strictly prohibited.

Attempts to circumvent user authentication or security of any host, network or account are prohibited. This includes, but is not limited to, accessing data not intended for the customer, logging into or making use of a server or account without express authorisation , 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.

Customers who violate systems or network security may incur criminal or civil liability. Pixelapes 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.

Network Performance

Pixelapes' customer 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 which impairs network performance is prohibited by this policy and may result in account termination.

Customers are prohibited from excessive consumption of resources, including CPU time, memory, disk space, bandwidth and session time. Customers may not use resource-intensive programs which negatively impact other customers or the performances of Pixelapes systems or networks. Pixelapes reserves the right to terminate or limit such activities.

Reporting violations of the Pixelapes AUP

Pixelapes requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@pixelapes.com.

If available, please provide the following information.

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from UTC.
- Evidence of the alleged violation.
- E-mail with full header information provides all of the above, as do system log files

Pixelapes may take any one or more of the following actions in response to complaints.

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