

**Key West CyberWorks
Acceptable Use and Payment for Services
Policy Agreement**

January 11, 2005

This Acceptable Use and Payment for Services Policy specifies the actions prohibited by Key West CyberWorks. Key West CyberWorks reserves the right to modify the Policy at any time.

Use of Key West CyberWorks services is conditional upon acceptance of Acceptable Use and Payment for Services Policy (AUP/PFS)

Violations

Violations of system or network security are prohibited, and may result in criminal and civil liability. Key West CyberWorks 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:

1. 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.
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
4. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
5. Use of the Use of Key West CyberWorks service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

Spam (UNSOLICITED EMAIL)

Customer shall not transmit or disseminate unsolicited commercial e-mail (UCE), or unsolicited bulk messages (Spam), including advertisements, informational distributions, and charitable or other solicitations. Nor shall Customer utilize UCE or Spam to promote or benefit any sites or businesses that are located on the Key West CyberWorks network, nor to collect responses from UCE or Spam regardless of whether sent over the Key West CyberWorks network. The determination as to whether the materials qualify as UCE or Spam lies solely with Key West CyberWorks

Customer may not send or attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than Customer for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information, including the domain name is

prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify Customer's identity in connection with use of the Service is prohibited.

After your first warning from the Key West CyberWorks Abuse Department you will be charged at \$45/hour if we must further process SPAM complaints. In the event that emergency action is required by Key West CyberWorks to resolve actions by anti-SPAM organizations to blacklist Key West CyberWorks IP addresses or other threats to the Key West CyberWorks network you will be charged at our emergency rate of \$90.00 an hour. Because you are being charged DOES NOT mean this is acceptable. You are being charged the cost to process the complaints, inform the proper agencies of the problem, and overall administrative costs. If we feel as though this first offense was a deliberate attempt then your account and all associated Accounts will be closed without warning and without a refund.

Upon a second complaint, your account and all associated Accounts will be permanently closed without warning and without a refund.

Do not setup an open mail relay that is not password protected that can allow spammers to send SPAM. Please contact us if you have questions.

Further, the use of any and all spyware or adware will be grounds for immediate removal from our servers with no recourse for a pro rated refund or legal recourse.

WE HAVE A ZERO TOLERANCE FOR SPAM

Payment

Payments are due on your corresponding billing date. Your billing date is the day the order was placed and processed, or, as set by Key West CyberWorks. No refunds will be given on any services that are being currently supplied or have been supplied, including setup fees. Past due accounts may be subject to account suspension and/or removal at the discretion of Key West CyberWorks (see details below).

Key West CyberWorks will charge the credit card supplied, at the time the web hosting account was created, either the Quarterly or Yearly (as opted-for at account creation time) web account hosting fee, whichever is appropriate. The Account Holder will be e-mailed a receipt for this charge. No responsibility for the reception or rejection of this e-mail receipt lies with Key West CyberWorks due to the e-mail box policies set by the various Internet Service Providers. Upon request, a receipt will always be manually generated and sent to the account holder to circumvent this industry problem. Further, it is the sole responsibility of the owner holder to make notification to Key West CyberWorks of any changes in regard to account status, postal mailing address, e-mailing address, or fax telephone number, or credit card information. Failure to do so does not negate any past due status or account designation.

Any account that becomes 30 days past due in payment of any fees is subject to account suspension. Any and all services attached to the past due account will be disabled. This suspension shall remain in effect until all past due fees are paid in-full; further \$25.00 reconnection fee will be due before service is resumed.

Key West CyberWorks cannot be held liable nor responsible for any loss by the account owner as a result of this suspension; this will include but is not limited to:

- Loss of account files and/or content.
- Lost e-mail or collected information (received, archived, or sent).
- Lost revenues, service charges, sales, or lack of service provided to others via the web site account or any gain to the account owner received as a result of the existence of the web site account.
- Loss due to the suspension of monthly maintenance provided by Key West CyberWorks to the account holder.
- Loss of the integrity of the web site account.
- Loss of search engine placement.
- Any security breach.
- Loss of the use of or enjoyment of the web site account.
- Or any loss, inconvenience, or work as a result of the account suspension.

Any account that becomes 60 or more days past due in payment of any fees is subject to account cancellation and deletion from the Key West CyberWorks servers and/or system. Any and all services attached to the past due account will be irrevocably deleted. Key West CyberWorks will make a reasonable attempt to notify the account owner of the action due to the past due status of the account. Key West CyberWorks WILL NOT maintain any back up of files, content, data, materials, intellectual property, or any other content contained by any account that is deleted for this reason. It should be noted that even after account removal, the account owner is still responsible for paying any and all past due fees. Cancellation and removal does not release the account owner from the indebtedness. The past due fees are for services already rendered and enjoyed by the account owner, further, it should be noted that it is at the sole discretion of Key West CyberWorks as to whether or not the past due account will be reinstated with Key West CyberWorks after any and all past due fees are paid for the account and as to whether any security deposit will be required if the past due account is reinstated.

Key West CyberWorks cannot be held liable nor responsible for any loss by the account owner as a result of this suspension; this will include but is not limited to:

- Loss of account files and/or content
- Lost e-mail or collected information (received, archived, or sent).
- Lost revenues, service charges, sales, or lack of service provided to others via the web site account or any gain to the account owner received as a result of the existence of the web site account.
- Loss due to the suspension of monthly maintenance provided by Key West CyberWorks to the account holder.
- Loss of the integrity of the web site account.

- Loss of search engine placement.
- Any security breach.
- Loss of the use of or enjoyment of the web site account.
- Or any loss, inconvenience, or work as a result of the account suspension.

Account Cancellation

The authorized Account Holder must notify Key West CyberWorks, in writing, that (s)he wishes to cancel all services. Failure to do so will cause services originally requested to continue and resulting charges for these service to accrue. Failure to notify Key West CyberWorks of account closure will cause regularly scheduled service charges to be made to the Account Holder's credit card of record.

Security Violations

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee.

IP Allocation

ARIN (the American Registry for Internet Numbers) is becoming very stringent with IP addresses, and refuses to grant them without a strict accounting of use of existing IP's.

Any IP numbers which remain unused after a 30-day period, according to our periodic 'ping' testing, will be subject to reassignment. No prior notice will be given, but we will email you at your current contact address to inform you that we have taken back the IP numbers. You can of course request more when you are ready to use them.

While we will allocate our customers an "unlimited" number of IP addresses, our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting."

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A Key West CyberWorks CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

AUP/PFS is subject to change without notice...