



## Legal

# Acceptable Usage Policy

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### Applies to all Amoxx clients

This Acceptable Usage Policy (AUP) applies automatically to all Amoxx clients (also known as "The Customer") upon subscription to the Services including subscription through a third party or any commercial partner.

The Customer agrees to use the Services only for lawful purposes, in compliance with all applicable law.

### Background

Amoxx provides Internet Web Hosting. Amoxx has certain legal and ethical responsibilities regarding the use of its servers and equipment involved in these services. Amoxx reserves the right to terminate the Customer's Account without notice. We prefer to advise the Customer of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Usage Policy will result in immediate termination of service.

Amoxx's general policy is to provide all customers enjoyable Internet hosting experience. Amoxx has specific ethical concerns regarding the use of its Services as detailed in this document.

**VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICE THE CUSTOMER RECEIVES FROM AMOXX. THE CUSTOMER SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR THE USE OF THE SERVICES AND ANY AND ALL CONTENT THAT THE CUSTOMER DISPLAYS, UPLOADS, DOWNLOADS OR TRANSMITS THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, THE CUSTOMER'S E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS AMOXX'S POLICY TO TERMINATE REPEAT INFRINGERS. AMOXX RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.**

### Prohibition

Specific activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior.
- Violating export control laws for software or technical information (subject from country to country).
- Misrepresenting or fraudulently representing products/services.
- Transmission, distribution or storage of any material in violation of any applicable law or regulation.
- Transmission, distribution or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, and material that is obscene, defamatory, an invasion of privacy or constitutes an illegal threat, or is otherwise illegal.
- Facilitating, aiding, or encouraging any of the above activities, whether using Amoxx's network or service by itself or via a third party's network or service.
- Interference with a third party's use of Amoxx's network or service, or ability to connect to the Internet or provide services to Internet users.

### Email Usage

Amoxx has a STRONG anti-spam policy and applies it. Spammers are NOT welcomed. This includes spamming through open proxy servers or any other kind of unsolicited email advertising. If a customer is found to be in violation of our SPAM policy, Amoxx may, at its sole discretion, restrict, suspend or terminate the Customer's Account. Further, Amoxx reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Amoxx will notify law enforcement officials if the violation is believed to be a criminal offense. The Customer acknowledges that he/she is responsible for any and all SPAM related actions which come from his/her Account with the following instances:



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- Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited even if the lists are said to be opt-in.
- Customer will not use another site's mail server to relay mail without the express permission of the site.
- It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside Amoxx network.

#### IRC Network

It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to grant Amoxx to have access to the Customer's server to confirm that the content has been completely removed. Any time if the Customer is found to be guilty of a second violation will result in immediate Account termination without refund of any fees.

#### Adult Content

##### Managed Independent Solutions

Legal adult content must be published in accordance of any applicable law or regulations where the Customer originates, that varies from country to country. Amoxx reserves the right to suspend any Account publishing offending content. Amoxx will remove the stated content thoroughly from the Customer's Account should the judicial law of the Customer's State, Country or Nation requires Amoxx to do so.

##### Controlled Sharing Solutions

It is strictly forbidden to publish adult content on shared hosting Accounts. Customers posting any of the stated content on their sites will be notified using Customer's current email address on file, and given a 48 hour grace period to make any corrective actions. If no corrective actions are taken, Amoxx will suspend the Services of the Account until a resolution is met between Amoxx and Customer. A repeated violation of this Policy

#### System & Network Security

Customer is prohibited from utilizing Amoxx services to compromise the security or tamper with system resources or Accounts on computers at the Premises or at any third party site. These prohibited activities include:

- Threatening harm to persons or property or otherwise harassing behavior.
- Use or distribution of tools designed for compromising security.
- 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.
- 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.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.

#### Resource Usage

##### Amoxx Controlled Sharing Solutions

On Controlled Sharing Accounts, it is strictly forbidden, without prior written authorization, to allow a third party or the user of another web hosting service to use or access the Customer's Account's resources. Without limitation, this applies to usage of an Account to provide public online services like statistics, image hosting or any other service targeted to external web sites. Although Controlled Sharing Solutions command higher performances than that of a conventional shared environment, the Customer must use an acceptable level of resources and stay below 20% of the total Controlled Sharing system resources.



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#### Violation

Amoxx, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violation of this AUP could also subject Customer to criminal or civil liability. Amoxx may block access at the router level to the Customer's Equipment involved. If Amoxx believes, in its sole discretion, that a violation of this AUP has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to Customer's content or data, and the suspension or termination of Customer's services under this Agreement. Amoxx may involve and will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers. Amoxx and any of its solution services have no obligation to provide warnings under any circumstances and can terminate the Account without prior notice if the Customer violates this policy.

#### Complaints

Complaints or TOS & AUP violations must be reported to , by fax (+65,62739962) or by mail at : 1001 Bt. Merah Lane 3 #01-59 Singapore 159718.

#### All Rights Reserved

Amoxx reserves the right to modify this AUP at any time without notice. Customer is responsible for all use of the Services by itself, its employees, agents, contractors, invitees and customers, whether such use is with or without the consent of Customer.

#### Password Protection

The Customer is responsible for protecting his/her password and for any authorized or unauthorized use made of the Customer's password. The customer will not use or permit anyone to use Amoxx service to guess passwords or to access other systems or networks without authorization. Amoxx will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

#### Contact Information

The Customer is responsible for ensuring Amoxx have his/her current contact information on files. The email address on the Customer's file should be one which is always reachable even in the event of their Amoxx servers being shut down.

#### Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which Amoxx may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against Amoxx by offended users. Amoxx reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

#### Copyright Infringement - Software Piracy Group

Amoxx network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Singapore or any other country or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating the copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined or receive jail terms, or whichever, by your respective country.



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### Acceptance of AUP

By signing up for Amoxx's services on the Internet, or by using any other means of subscription including subscription via a third party, a sales representative of commercialization partner, the Customer understand and accept the Terms of Service.

Amoxx can require a signed copy of this document.

I accept the Acceptable Usage Policy:

### The Customer:

\_\_\_\_\_  
Company Name :

\_\_\_\_\_  
Contact Number(s):

\_\_\_\_\_  
Signature :

\_\_\_\_\_  
Date :

\_\_\_\_\_  
**Amoxx**

\_\_\_\_\_  
Authorized by :

\_\_\_\_\_  
Designation :

\_\_\_\_\_  
Signature :

\_\_\_\_\_  
Date :