

Acceptable Use Policy of Centurion Systems, Inc.
1408 Live Oak Rd.
Castle Rock, CO 80104
USA

VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND MAY RESULT IN IMMEDIATE TERMINATION OF ALL ACCOUNTS.

As a provider of dedicated server hosting, and other Internet-related services, Centurion Systems, Inc. offers its clients, and their clients and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Centurion Systems, Inc. respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Centurion Systems, Inc. reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Centurion Systems, Inc. has developed an Acceptable Use Policy, which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing services of Centurion Systems, Inc. . This Acceptable Use Policy will be revised from time to time. A customer's use of services of after changes to the Acceptable Use Policy are posted on the web site of Centurion Systems, Inc., <http://www.centsi.com/services/terms.asp>, will constitute the customer's acceptance of any new or additional terms of the Acceptable Use Policy that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When you obtain information through the Internet, you must keep in mind that Centurion Systems, Inc. cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Centurion Systems, Inc. cannot monitor or censor the Internet, and will not attempt to do so, Centurion Systems, Inc. cannot accept any responsibility for injury to yourself that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When you disseminate information through the Internet, you also must keep in mind that Centurion Systems, Inc. does not review, edit, censor, or take responsibility for any information you or your clients may create. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information you create is carried over the network of Centurion Systems, Inc. and may reach a large number of people, including both clients and non-clients of Centurion Systems, Inc. , clients' postings to the Internet may affect other clients and may harm the goodwill of Centurion Systems, Inc. , business reputation, and operations. For these reasons, you violate Centurion Systems, Inc. policy and the service agreement when you, your clients, affiliates, or subsidiaries engage in the following prohibited activities:

General Conduct

1. Clients are prohibited from transmitting on or through any of the services of Centurion Systems, Inc. , any material that is, in the sole discretion, unlawful, threatening, abusive, libelous, or of Centurion Systems, Inc. encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
2. Services of Centurion Systems, Inc. may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States 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 any other statute. If such illegal material is being used then Centurion Systems, Inc. reserves the right to suspend your service until compliance with this usage agreement has been established and provided to Centurion Systems, Inc.
3. Clients may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.
4. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

Email (SPAM):

1. Clients may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the client must not send that person any further email.
2. Clients may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
3. Forging of header or any other information is not permitted.
4. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
5. Clients are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. It is not only harmful because of its negative impact on consumer attitudes toward Centurion Systems, Inc. , but also because it can overload the network of Centurion Systems, Inc. and disrupt service to Centurion Systems, Inc. clients.
6. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.

7. Centurion Systems, Inc. accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.

8. Maintaining an open SMTP relay is prohibited. When a complaint is received, Centurion Systems, Inc. has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

9. Harassment, whether through language, frequency, or size of messages, is prohibited.

These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending FAX-like documents over the Internet). USENET postings have their own regulations; see below.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Centurion Systems, Inc. is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also the policy of Centurion Systems, Inc. to terminate the privileges of clients who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Use of the network of Centurion Systems, Inc. to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Centurion Systems, Inc. is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through the network of Centurion Systems, Inc..

Defamatory or Abusive Language -- Use of the network of Centurion Systems, Inc. as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Clients may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Clients may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

IRC (Internet Relay Chat) -- Clients are prohibited from using or hosting IRC scripts, servers, dedicated, or co-location server accounts. Neither IRC robots ("bots" or "clones"), nor IRC sessions may not be run from the shared, dedicated, or co-location server accounts of Centurion Systems, Inc.. Centurion Systems, Inc. is not liable for the content of any communications made on IRC.

Facilitating a Violation of this ACCEPTABLE USE POLICY -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this ACCEPTABLE USE POLICY, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Security -- Clients must safeguard their account passwords to prevent unauthorized access to their account. All clients and customers of Centurion Systems, Inc. clients must ensure that their servers have been secured so that mischievous hackers cannot easily gain access to the clients servers. If a server, located on the network of Centurion Systems, Inc., has been compromised then it is the clients responsibly to correct that issue immediately. Centurion Systems, Inc. reserves the right to disconnect the server from the network until it has been corrected. At the clients request, Centurion Systems, Inc. will correct the issue with a consulting fee of \$100 an hour with one hour minimal fee.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- Centurion Systems, Inc. reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the ACCEPTABLE USE POLICY.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that Centurion Systems, Inc. determines to be harmful to its clients, operations, reputation, goodwill, or client relations. Centurion Systems, Inc. must further limit any exceptions made to the Usage Policy as secondary in regards to server and network security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers, other client's servers or our network.

Material and Product Requirements-- Clients must ensure that all material and data placed on the servers of Centurion Systems, Inc. is in a condition that is "server-ready," which is in a form requiring no additional manipulation on the part of Centurion Systems, Inc. . We shall make no effort to validate this information for content, correctness or usability. In the event that the client's material is not "server-ready", we have the option at any time to reject this material and remove it from our servers or disable it from being activated. Centurion Systems, Inc. will notify the client immediately of its refusal of the material and afford the client the opportunity to amend or modify the material to satisfy the needs and/or requirements of Centurion Systems, Inc. . Use of the services of Centurion Systems, Inc. requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the clients dedicated web server. Clients must have the necessary knowledge to create and maintain a dedicated web server. It is not the responsibility of Centurion Systems, Inc. to provide this knowledge or customer support outside of the service defined in the Service Agreement.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Centurion Systems, Inc. will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Centurion Systems, Inc. policy or applicable law. When Centurion Systems, Inc. becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Centurion Systems, Inc. is also aware that many of its clients are, themselves, providers of Internet services, and that information reaching the facilities of Centurion Systems, Inc. from those subscribers may have originated from a client of the subscriber or from another third-party. Centurion Systems, Inc. does not require its clients who offer Internet services to monitor or censor transmissions or web sites created by customers of its clients. Centurion Systems, Inc. has the right to directly take action against a customer of a client. Also, Centurion Systems, Inc. may take action against the Centurion Systems, Inc. client because of activities of a customer of the client, even though the action may affect other customers of the Centurion Systems, Inc. client. Similarly, Centurion Systems, Inc. anticipates that clients who offer Internet services will cooperate with Centurion Systems, Inc. in any corrective or preventive action that Centurion Systems, Inc. deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Centurion Systems, Inc. policy.

Centurion Systems, Inc. also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Centurion Systems, Inc. urges its clients to assume that all of their on-line communications are insecure. Centurion Systems, Inc. cannot take any responsibility for the security of information transmitted over the facilities of Centurion Systems, Inc..

Centurion Systems, Inc. will not intentionally monitor private electronic mail messages sent or received by its clients unless required to do so by law, governmental authority, or when public safety is at stake. Centurion Systems, Inc. may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Centurion Systems, Inc. may disclose information, including but not limited to, information concerning a client, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Centurion Systems, Inc. assumes no obligation to inform the client that client information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Centurion Systems, Inc. may disclose client information or information transmitted over its network where necessary to protect Centurion Systems, Inc. and others from harm, or where such disclosure is necessary to the proper operation of the system.

Centurion Systems, Inc. expects that its clients who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A client's failure to comply with those laws will violate Centurion Systems, Inc. policy. Finally, Centurion Systems, Inc. wishes to emphasize that in signing the service agreement, subscribers indemnify Centurion Systems, Inc. for any violation of the service agreement, law, or Centurion Systems, Inc. policy, that results in loss to Centurion Systems, Inc. or the bringing of any claim against Centurion Systems, Inc. by any third-party. This means that if Centurion Systems, Inc. is sued because of a client's or a customer of a client's activity, the Centurion Systems, Inc. client will pay any damages awarded against Centurion Systems, Inc., plus costs and reasonable attorneys' fees. In addition, any client that is found to be in violation of this usage policy warrants and agrees to pay Centurion Systems, Inc. a fee of \$500.00 and any and all damages that Centurion Systems, Inc. incurs, whichever is the greater of the two. Furthermore, any and all monies received in the form of monthly payments, setup fees, pre-payments, or any other monies that have been surrendered to Centurion Systems, Inc. are considered the property of Centurion Systems, Inc.

We hope this ACCEPTABLE USE POLICY is helpful in clarifying the obligations of Internet users, including Centurion Systems, Inc. and its clients, as responsible members of the Internet. Any complaints about a subscriber's violation of this ACCEPTABLE USE POLICY should be sent to webmaster@centsi.com