



TBF Digital Acceptable Use Policy

Scope and Application of Policy

TBF Digital maintains this Acceptable Use Policy ("AUP") to provide users of its Services (as such term is defined in the Terms of Service located at <http://www.tbfdigital.com/tos.htm> for purposes of this AUP, the term "Services" shall also be deemed to include TBF Digital's various systems and network) with a clear statement of rules and use restrictions that apply to the use of TBF Digital's Services.

This AUP forms an integral part of the Terms of Service that govern your use of TBF Digital's Services. Your compliance with and cooperation in TBF Digital's enforcement of this AUP is an express condition to your continuing contractual rights to use TBF Digital's Services. This AUP also applies to your employees, agents, contractors and end users. The evolving nature of the Internet and on-line commerce makes it necessary for TBF Digital to reserve the right to make changes to this AUP at any time. You agree that any changes will be effective when posted on-line at this location and that your continued use of TBF Digital's Services will constitute your acceptance of any changes or additions to this AUP. You may determine the date of posting at the Effective Date section at the end of this AUP.

This AUP is not intended to address all possible unacceptable uses of TBF Digital's Services. As a result, TBF Digital reserves complete discretion to determine what constitutes an unacceptable use of its Services and reserves the right to suspend or terminate your Services, or take such other action as TBF Digital deems appropriate in its sole discretion.

Prohibited Uses

YOUR USE OF TBF DIGITAL'S SERVICES MAY NOT VIOLATE ANY OF THE FOLLOWING PROVISIONS. TBF DIGITAL MAY SUSPEND OR TERMINATE YOUR SERVICES IF IT DETERMINES, IN ITS SOLE AND EXCLUSIVE DISCRETION, THAT YOU HAVE ENGAGED IN ANY ACTIVITY THAT VIOLATES THIS AUP. YOU VIOLATE THIS AUP WHEN YOU, YOUR END USERS OR ANY THIRD PARTY ACTING ON YOUR OR YOUR END USERS' BEHALF, ENGAGE IN ANY ACTIVITY, DIRECTLY OR INDIRECTLY, OR ATTEMPT TO ENGAGE IN AN ACTIVITY, WHETHER SUCCESSFULLY OR OTHERWISE, CONTRARY TO THE TERMS OF THIS AUP.

TBF DIGITAL WILL NOT INTERVENE OR BECOME INVOLVED IN ANY DISPUTES BETWEEN YOU AND A THIRD PARTY. CONSEQUENTLY, TBF DIGITAL RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO SUSPEND OR TERMINATE YOUR SERVICES UPON ITS RECEIPT OF ANY THIRD PARTY COMPLAINT THAT YOU HAVE ENGAGED IN ANY ACTIVITY THAT VIOLATES THIS AUP, THAT MAY OTHERWISE SUBJECT TBF DIGITAL TO LIABILITY FOR ANY REASON, OR THAT MAY CAUSE AFFINITY TO INCUR LEGAL FEES OR OTHER EXPENSES.

TBF DIGITAL MAY SUSPEND AND TERMINATE YOUR SERVICES UNDER THIS AUP WITHOUT NOTICE TO YOU AND YOUR END USERS. TBF DIGITAL MAY ALSO REPORT YOUR ACTIVITIES TO FEDERAL AND/OR STATE LAW ENFORCEMENT AGENCIES.

1. Lawful Purpose

You may use TBF Digital's Services only for lawful purposes. You may not transmit, store or present any information, software, data, file or material in violation of any applicable law or regulation. You may not use TBF Digital's Services to facilitate, or otherwise assist in, the violation of any law or regulation.

2. Spamming and Related Activities

TBF Digital strictly prohibits your use of TBF Digital's Services to transmit SPAM or to host a site that is advertised or announced via SPAM. "SPAM" is any form of unsolicited advertisement or informational announcement that is transmitted, whether singularly or in bulk, via any Internet-based communications medium including, but not limited to, Microsoft Messenger Service; Chat Programs such as AIM, YIM and MSN; e-mail, Internet facsimile, Internet phone, instant and text messaging (SMS) and IRC applications.

Activities that violate this policy may also subject you to civil liability to third parties and to criminal penalties.

3. Permission Based Communications

You may use TBF Digital's Services to transmit permission-based communications for purposes of marketing your goods and services, provided that you otherwise comply with the standards set out in this AUP and all applicable laws including, but not limited to, the CAN-SPAM Act. All marketing conducted using TBF Digital's Services must be permission (opt-in) based. You must keep adequate and verifiable records to prove that your marketing is strictly permission-based. In addition, should you purchase mailing lists or other types of data that are to be used to contact third parties via TBF Digital's Services, you must verify that the lists have been compiled on a strict "opt-in" basis.

In addition to the foregoing general requirements, all permission-based communications sent using TBF Digital's Services must include the following (and you are required to take the corresponding actions set forth below):

1. A working "unsubscribe" link. (You must honor all unsubscribe requests within 72 hours from the time they enter TBF Digital's Services.)
2. The recipient's accurate e-mail address in the "to" line and the sender's accurate e-mail address in the "from" line.
3. A working link to your privacy policy.
4. A working "abuse" address and/or link. (You must answer all complaints forwarded to this address within 72 hours from the time they enter TBF Digital's Services.)

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5. An up-to-date website that corresponds with the domain portion of the response e-mail. Your website must conspicuously display your up-to-date mailing address, telephone number and facsimile number.

You are solely responsible for the transmission of all such permission-based communications. TBF Digital reserves the right to suspend or terminate your Services in the event TBF Digital receives an excessive number of complaints related to your permission-based communications, whether such complaints are made by parties whom "opt-in" or otherwise. You agree that TBF Digital may determine what constitutes an excessive number of complaints in its sole and exclusive discretion.

4. Copyright Infringement

You may not use TBF Digital's Services in any manner that infringes upon the rights of a third party under federal and foreign copyright laws.

The DMCA contains very specific guidelines as to what proper notification of claimed infringement must contain. Copyright owners may obtain a copy of the DMCA, including these guidelines, by visiting the web site of the U.S. Copyright Office at <http://www.copyright.gov/title17/92chap5.html#512>.

TBF Digital is not required to respond to notices that do not meet the requirements of the DMCA. Copyright owners should be aware that there are substantial penalties for false claims and that TBF Digital will actively refer complainants who use the DMCA for improper purposes to relevant law enforcement agencies.

In the event that TBF Digital must remove, or disable access to, material on your web site that is alleged to infringe another's copyright under the DMCA, you acknowledge and agree that TBF Digital may do so by disabling access to your entire web site.

5. Violations of Other Intellectual Property Rights

You may not use TBF Digital's Services in any manner that infringes or misappropriates any other intellectual property rights of a third party including, but not limited to, trademarks, trade names, trade dress, logos, domain names, patents, trade secrets and other proprietary rights of a third party.

Although TBF Digital reserves the right to suspend or terminate your Services upon its receipt of a third party claim that alleges that you are using TBF Digital's Services in a manner that infringes such third party's intellectual property rights, TBF Digital may, in its sole and exclusive discretion, allow you to continue use of its Services provided that you confirm in a timely manner that you have discontinued the allegedly infringing activities or provide TBF Digital with a court order confirming that your activities do not infringe the intellectual property rights of such third party.

6. Defamation and Harassment

You may not use TBF Digital's Services to defame, harass, abuse, libel, slander or threaten a third party.

Complaints about activity in violation of this policy engaged in by TBF Digital customers or end users may be directed to abuse@tbfdigital.com.

7. Child Pornography

You may not use TBF Digital's Services to disseminate or display images or other content that constitutes child pornography under United States laws.

TBF Digital applies a zero tolerance policy to the enforcement of this prohibition. TBF Digital takes an active role in cooperating with law enforcement officials in their efforts to prosecute violations of statutes that prohibit the dissemination of child pornography. TBF Digital reports the use of its Services to disseminate or display child pornography as required by law. You will not be notified that TBF Digital may be cooperating with law enforcement or that TBF Digital has reported the use of its Services in this manner.

For further information about child pornography, you may visit the web site of the National Center for Missing and Exploited Children at www.ncmec.org.

Complaints about activity in violation of this policy engaged in by TBF Digital customers or end users may be directed to abuse@tbfdigital.com.

8. Disruptive or Abusive Activity

You may not use TBF Digital's Services:

1. to forge, misrepresent, omit, or delete message headers, return mailing information and/or Internet Protocol addresses to conceal or misidentify the origin of a message;
2. to create or transmit any Internet virus, worm, Trojan horse or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operations of the Services;
3. to maintain open mail relays, forward or propagate "chain" mail or mail bomb;
4. to engage in denial of service attacks including, but not limited to transmitting packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding and any other use, or otherwise interfere with an Internet user's terminal session;
5. in a manner that encumbers or utilizes disk space, processors or other system requirements beyond those allowed by your specific account;
6. to establish, create or otherwise make available any Internet Relay Chat (IRC) server;
7. to hack, subvert, or assist others in hacking or subverting the security or integrity of TBF Digital's Services;
8. to disseminate or display indecent or obscene images or content;

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9. to solicit information that is considered to be confidential, such as passwords or credit card information, or to crack passwords or to defraud third parties into releasing their passwords;
10. to solicit or facilitate the performance of any illegal activity, even if the activity itself is not performed; and/or
11. in any manner that might potentially subject TBF Digital to unfavorable regulatory action, subject TBF Digital to any liability for any reason, or adversely affect TBF Digital's public image, reputation, goodwill, business or operations.

9. United States Export Laws

United States export control laws govern your use of TBF Digital's Services. These laws apply to you and your use of TBF Digital's Services regardless of whether you actually reside in the United States.

You may not use TBF Digital's Services for any purpose that violates these laws, which may include the sale of products that may be legal to sell in the United States, but illegal to export. You may not use TBF Digital's Services to provide services to end users with whom United States citizens may not do business.

For further information about United States export laws, you may visit the United States government's portal to exporting and trade services at <http://www.export.gov/exportcontrols.html>.

10. Privacy

TBF Digital's privacy policy may be found at <http://www.tbfdigital.com/privacy-policy.htm>.

While TBF Digital is concerned with the privacy of on-line communications and websites, the Internet is no more secure than other means of communications. You should assume that all on-line communications are insecure. TBF Digital is not responsible for the security of any information transmitted over its Services, unless it has expressly agreed to do so. Such an agreement must be in writing and signed by an authorized officer of TBF Digital.

11. IP Addresses

In connection with your use of TBF Digital's Services, you may only use IP addresses that are assigned to you by TBF Digital. If you use IP addresses that are not assigned to you by TBF Digital, TBF Digital will suspend your Services from network access until such time as the IP address overlap is corrected. TBF Digital owns all IP addresses that may be assigned to you by TBF Digital. TBF Digital may, in its sole discretion, change these numbers from time to time without notice to you.

12. Certain Restrictions Applicable to Shared Customers

If you are the registered owner of an TBF Digital shared account:

Your Services may not be transferred or used by anyone other than you. You may not sell, lease or assign the Services or any part of the Services to any party not named in TBF Digital's records.

When you utilize an excessive amount of system resources, TBF Digital reserves the right to place CPU process limits on your account to prevent disruption of TBF Digital Services to other customers. TBF Digital reserves sole discretion to determine what constitutes excessive usage of system resources.

13. Certain Restrictions Applicable to Dedicated Customers

If you are the registered owner of an TBF Digital dedicated account:

You are solely responsible for any breaches of security affecting servers under your control. If your server is involved in an attack on another server or system, it may be shut down and TBF Digital may launch an investigation to determine the cause and source of the attack. In such an event, you are responsible for all costs to rectify any damage done to your server and any other requirement affected by the security breach. You acknowledge and agree that TBF Digital will not be liable to you or your end users for any loss or corruption of data or information, inability to access the Internet or TBF Digital's Services or inability to transmit or receive information as a result of any actions taken by TBF Digital in response to such security breaches. This foregoing sentence may not be construed to diminish or amend any limitations of liability, or restrict the applicability of such limitations, as to TBF Digital that are set forth in the Terms of Service or any other agreement between you and TBF Digital.

No Credits or Refunds for Suspension and/or Termination of Services

TBF Digital does not issue credits or refunds for outages incurred as a result of its decision to suspend or terminate its Services for a violation of this AUP. You agree to indemnify, defend and hold harmless TBF Digital from any claims by your end users and any third party that they have been damaged by reason of such suspension or termination of TBF Digital's Services.

Monitoring of Services; Cooperation with Law Enforcement; Legal Documents

You are solely responsible for ensuring that materials disseminated or posted using TBF Digital's Services comply with this AUP and all applicable laws and regulations. TBF Digital does not review, edit, censor or take responsibility for any information you, other customers or your end users may create.

TBF Digital may disclose information, including information that you may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation or governmental request. TBF Digital assumes no obligation to inform you that such information has been provided and, in some cases, may be prohibited by law from providing you with notice.

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On occasion, TBF Digital may have a need to communicate with you about issues that relate to billing, service changes, additions and modifications to its Services. TBF Digital may choose the method of such communication in its sole discretion. The preferred method of communication is via e-mail.

It is your responsibility to provide and check the account and contact information, including a required valid e-mail address, that you provide to TBF Digital during the sign-up process. It is your responsibility to inform TBF Digital promptly of any changes to your account or contact information. TBF Digital has no responsibility for communications that are misdirected as a result of your failure to provide TBF Digital with updated contact information.

Effective Date

This AUP was last updated on Oct 12, 2006.