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CQ Services™ Acceptable Use Policy

Introduction

CQ Services™ is committed to being a responsible network citizen. To assist us in protecting the usefulness and enjoyment of the Internet for our customers and for other users, we advise you read the following document outlining our policies on network abuse. The activities described below constitute violations of the CQ Services™ Service Agreement ("Agreement") that may result in the loss of your service and or penalties.

CQ Services™ Acceptable Use Policy ("AUP") prohibits activities that include, but are not limited to the Policies described below. The terms of this AUP may change at any time and without prior notice; you are responsible for informing yourself of any changes to this AUP by periodically consulting it at <http://www.CQServices.com/Legal/AUP/>. If you have any questions about the CQ Services™ AUP, do not hesitate to contact CQ Services™ via email support@CQServices.com

For the purposes of this document, "Internet host" means any computer or electronic device connected to the Internet and "you" means you and any user of your CQ Services™ account.

CQ Services™ provides dialup Internet access on a "flat rate" basis. You may use your account as much, or as often as you wish, however, in consideration of other users, we ask that you disconnect your CQ Services™ service ("Service") when not personally using your account.

In using the Service, customers accept this non-exhaustive list of restrictions as well as those set forth in the Agreement and agree to use the Service only for lawful purposes and not to use or allow others to use CQ Services™ in violation of the following guidelines.

Policies / Practices

You are prohibited to use your CQ Services™ account in conducting activities that include, but are not limited to:

- Transmitting unsolicited messages, which in the sole judgment of CQ Services™, causes significant disruption or elicits complaints from other Internet users.
- Harassing users or groups in any way.
- Impersonating users from the Service or any other Internet service providers in any way.
- Uploading or downloading, transmitting, posting, publishing, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software or other material which (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory or hateful; (iii) or constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing; or (iv) is obscene or violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist users in defeating

copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.

- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner not authorized by its administrators. This includes mail relaying.
- Transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Exporting software or technical information in violation of U.S. export control laws.
- Use software or any device that would allow your account to stay logged on while you are not actively using the Service.
- Post or publish on CQ Services™'s free 'personal web sites' any advertising or commercial material of any kind or material, which in CQ Services™'s sole discretion, is of an 'adult' nature.

Electronic Mail

In addition to these Policies, while sending electronic mail, you are prohibited from conducting activities that include, but are not limited to:

- Transmitting identical or substantially similar unsolicited email messages.
- Promoting or facilitating the transmission of unsolicited email messages.
- Forging the headers of your email messages in any way.
- Sending messages to disrupt or cause difficulties in receiving other email.

CQ Services™ has a Zero Tolerance for unsolicited email messages ("SPAM"). Actions contrary to the terms of the CQ Services™ AUP will result in the suspension and / or termination of your CQ Services™ account and may result in further penalties. The CQ Services™ account owner is responsible for any and all action that originates from his / her CQ Services™ account.

CQ Services™ reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email and the number of messages a customer may send or receive through the Service. CQ Services™ may charge a per-email processed janitorial fee should a customer exceed these limits.

Newsgroups / Discussion Forums

In addition to these Policies, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ.
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ.
- Posting substantially identical messages to more than 10 newsgroups.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with the associated charter or FAQ. If a posted message does not fall within the topic or ideals of the discussion identified by the charter or FAQ, at the sole discretion of CQ Services™, could represent an infraction of this AUP. Users posting messages to newsgroups or forums are responsible for making themselves aware of the rules of conduct, prior to posting.

Internet Relay Chat (IRC) / Chat

In addition to these Policies, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- Attempting a Denial of Service attack either automated via a bot or manually conducted.
- Additionally, while using an IRC Server or Internet Chat Service, you must be in full compliance with the rules and regulations set out by the server administrator.

Network / Security

In addition to these Policies, while using your CQ Services™ account, you are prohibited from conducting activities that include, but are not limited to:

- Sharing of your CQ Services™ user account UserID and password for any purpose, including, without limitation, for concurrent dial up login sessions from the same CQ Services™ user account.
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Running and/or hosting Server Applications including but not limited to HTTP, FTP, POP, SMTP, IMAP, Proxy/SOCKS, NNTP on any port including non-standard ports.
- Analyzing or penetrating an Internet host's security mechanisms.
- Using an IP address not assigned to you or forging any part of the TCP/IP packet headers in any way.
- Causing or participating in denial of service attacks, web page defacement, hacker activities, virus creation and distribution, port or network scanning and e-mail bombs
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan, "port scan" or test the vulnerability of a system or network or to breach security or authentication measures by the use of sniffers, SNMP tools or any other method.
- Unauthorized monitoring of data or traffic on any network or system.

You are solely responsible for the security of your system and account. While connected to the Service, you are prohibited from any act, committed intentionally or through negligence, which may compromise the security of your Internet host in any way.

Customers found responsible for violation of this AUP may, at the sole discretion of CQ Services™, be grounds for the suspension / termination of their CQ Services™ account and / or for the application of additional service charges. Also, violation of this AUP may result in criminal and civil liability. CQ Services™ will offer full co-operation with law enforcement agencies if their investigation warrants it.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of CQ Services™, a processing fee per complaint received in addition to an administration fee may be applied to your account.

CQ Services™ does not assume liability to any of its customers or other Internet users for failure to enforce the terms of this AUP. As well, CQ Services™ reserves the right to suspend / terminate your CQ Services™ account at any time without prior notice.

Limitations:

Nothing contained in this policy shall be construed to limit CQ Services™'s actions or remedies in any way with respect to any of the foregoing activities, and CQ Services™ reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Service, and levying cancellation charges to cover CQ Services™'s costs in the event of disconnection for the causes outlined above. In addition, CQ Services™ reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CQ SERVICES™ CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY SUCH CUSTOMER OR END USER.

Revisions:

CQ Services™ reserves the right to revise, amend, or modify this policy at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the CQ Services™ Service Agreement.

Complaints:

- Complaints regarding email abuse should be sent to abuse@CQservices.com
- Complaints regarding USENET abuse should be sent to abuse@CQservices.com
- Complaints regarding Illegal Use or System or Network Security issues should be sent to abuse@CQservices.com

Questions:

If you have any questions regarding this policy, please contact support@CQservices.com.

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