

VISIOLOGIX ACCEPTABLE USE OF POLICY

1. Services purposes are to facilitate the use of high-performance computer networking technology and high-speed data transmissions and connections, to promote scientific and educational collaboration, sharing of information, and wide access to computer resources for the benefit of its Subscribers, and to facilitate the advancement of networking technology and digital data transmission.
2. If a use is consistent with the purposes of Services, then activities necessary to that use will be considered consistent with the purposes of this policy.
3. Subscribers may make use of Services for any purpose consistent with the purposes of Services; provided such use is not in violation of any Federal or State statute, rule or regulation, including transit to providers of backbone or Internet exchange services.
4. For traffic that will cross other networks, Subscribers shall comply with the appropriate use policies for use of those networks in effect at that time.
5. Any use, which adversely affects the operation of Services or jeopardizes the use or performance for Subscribers, may be judged inappropriate by VisioLogix Corporation in its sole discretion.
6. Subscribers are responsible for ensuring their users are aware of and are in compliance with this Acceptable Use Policy.
7. Subscribers are responsible for communications via and use of Services. Subscribers may not, under any circumstances, do any of the following:
 - (a) publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via Services; or
 - (b) use Services to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; or
 - (c) intercept or attempt to intercept e-mail or other private communications not intended for Subscriber; or
 - (d) send unsolicited e-mail messages through third-party mail servers in order to relay Subscriber e-mail or hide the origination of Subscriber's e-mail to others; or
 - (e) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless Subscriber owns or control's the rights thereto or have received all necessary consents; or
 - (f) upload files that contain a virus or corrupted data; or
 - (g) falsify the source or origin of software or other material contained in a file that Subscriber uploaded; or
 - (h) use Services in a manner that adversely affects the availability of its resources to other Subscribers; or
 - (i) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Services Subscriber for commercial or personal purposes (except as otherwise expressly permitted by VisioLogix Corporation); or
 - (j) falsely purport to be a VisioLogix Corporation employee or agent; or
 - (k) cause repeated disruptive incidents; or
 - (l) act, or fail to act, in Subscriber's use of Services, in a manner that is contrary to applicable law or regulation.
8. In addition, each time Subscriber uploads a file via Services, Subscriber represents and warrants that Subscriber owns or otherwise controls the rights or have the necessary consents to do so, and Subscriber grants every authorized user the right to download and use such file.
9. Any use in violation of this Acceptable Use Policy shall be grounds for suspending or terminating Services until such time as the violation is corrected.
10. Failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability.
11. This policy is subject to revision from time to time by VisioLogix Corporation in its sole discretion.