



## The Fusion Network

### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy specifies the actions prohibited by Fusion Network, LLC, ("FUSION") to users of the Fusion Network. Fusion reserves the rights to suspend or cease the service of users found to be infringing this policy or applicable law, pursuant to 17 U.S.C. § 512(i), and to modify the Policy at any time, effective upon posting of the modified Policy to the Fusion Homepage located at: [www.gotfusion.net](http://www.gotfusion.net)

### **Indemnification**

CUSTOMER will indemnify and hold harmless FUSION for any losses, damages, costs, or expenses resulted from a third-party claim or allegation, which if true, would constitute a violation of this policy.

### **Disclaimer of certain damages**

Neither FUSION nor its customer shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if the party knew or should have known of the possibility of such damages.

### **Limitation of Liability**

The total liability of FUSION to customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by customer to FUSION under this agreement for the one (1) month period prior to accrual of the most recent cause of action. Nothing in this section shall limit FUSION's liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by FUSION's negligence; or (c) loss or damage to real property or tangible personal property proximately caused by FUSION's negligence. Further provided, that Fusion endeavors to provide a local access number for all customers, but ascertaining that the number provided can be locally dialed from any given location remains the responsibility of the customer, and Fusion will not be liable for long distance charges incurred by users.

### **Illegal use**

The Fusion Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

### **System and network security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. Fusion will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- 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.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, 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.

**Email**

Sending unsolicited mail messages (including, without limitation, commercial advertising, informational announcements, abusive, defamatory or obscene content) is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

**Usenet**

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

**Restrictions**

Customers are prohibited from running servers including but not limited to HTTP, mail, file-sharing (including but not limited to both server-client based applications and peer-to-peer applications) and FTP.

Any instance of "dial-up account sharing" will be viewed as a direct violation of the acceptable use policy and shall not be tolerated by Fusion. Accounts found actively "sharing" will be disabled or closed permanently by Fusion without prior notification.

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