

Acceptable Use Policy For C7 Data Centers, Inc. Customers

General Information

C7 Data Centers, Inc. (C7) is committed to providing high-quality Internet and colocation services for its customers. This Acceptable Use Policy (the “Policy”) is designed to assist in protecting the service, our users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the service, you acknowledge that you and your users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any user that accesses the services through your account. The Policy will be updated and revised occasionally and posted to the C7 website.

Illegal Activity

Use of C7 services for any purpose that is unlawful or in connection with any criminal or civil violation is prohibited. Services shall, in all cases, be used in compliance with applicable law. The transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization, and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful. C7 will investigate incidents involving such violations and may involve law enforcement if a criminal violation is suspected. Depending on the severity or illegality of the infraction, C7 may provide a grace period to correct the action, or services may be immediately suspended.

C7 Standard Procedures for Illegal Activity

1. C7 will notify the customer of the illegal activity by email and by person-to-person phone call. If, after three attempts over a period of two hours, the customer cannot be reached live by phone, voice messages left by C7 will be official customer notification. Additionally, email notifications of the illegal activity will be sent to all individuals on the customer’s key contact list and are deemed as formal notification.
2. C7 customers have one full business day, from time of notification, to rectify the problem before the offending IP address connections may be terminated. *e.g. A C7 customer notified at noon on Friday would have until Monday at noon to rectify the problem and notify C7. Holidays are spanned in the same manner as weekends.*
3. C7 will notify appropriate authorities at state and/or federal level

No Adult Content Site Policy

C7 prohibits the use of our colocation data center facilities for the purpose of hosting, transmitting, or distributing what it considers to be “adult content.” This restriction applies to all customers and all managed services. Adult content sites are often blocked or banned, and the affected or blocked IP ranges could impact other C7 customers. Violations of this policy may result in the termination of customer network access.

Network Security Requirements and Violations

Users are required to protect and secure their network against possible security vulnerabilities and breaches. Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include without limitation:

- Attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems, or networks of this site, or to probe, scan, or test the vulnerability of a system or network of this site, any C7 Service, or those of any other party on this network
- Interference with service to any user, host, or network including—without limitation— mail-bombing, flooding, or attempting to overload the system
- Forging any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender’s or the recipient’s identity
- Using services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Email Relay

Any use of another party’s electronic mail server to relay e-mail without express permission from such other party is prohibited.

Email Fraud (Spoofing)

Users are prohibited from sending e-mail messages or transmitting any electronic communications using a name or address of someone other than the user for purposes of deception. Any attempt to impersonate someone else by altering source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a user’s identity in connection with use of the Service is prohibited.



UCE/Spamming/Mail Bombing

Transmitting excessive volumes of unsolicited commercial e-mail messages or excessively large attachments to recipients constitutes Unsolicited Commercial E-mail “UCE” and is prohibited. In addition, “spamming” or “mail bombing” is prohibited. The use of the service of another provider to send UCE, SPAM, or Email Bombs to promote a site hosted on or connected to C7 is prohibited. You may not use the Service to collect responses from mass unsolicited e-mail messages. UCE/SPAM/Email Bomb violations will result in immediate censure and suspension of the user’s network access.

Destructive Activities

Distributing information regarding the creation of and/or sending Internet viruses, worms, Trojan Horses and other destructive activities is expressly prohibited. Engaging in activities—whether lawful or unlawful—that C7 determines to be harmful to its customer relations, operations, reputation, or goodwill is prohibited. These activities include:

- Denial of Service attacks
- Computer Hacking of any kind
- Defamatory or abusive language
- Illegal activities of any kind
- Copyright infringement
- Intellectual property infringement

Rights of C7

If users engage in conduct while using the Service that is in violation of the Acceptable Use Policy or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate the Service or the user’s access to the Service.

Any failure by C7 to insist upon user compliance, or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties or any procedure or practice will act to modify any provision in this Policy and Agreement. C7 may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

C7 reserves the right to modify this Policy and Agreement at any time.