



### **Acceptable Use Policy (AUP)**

**You will be held responsible for all actions performed by your account whether it be done by you or by others! If server security is compromised, the account holder is responsible for all violations of the TOS and AUP, including SPAM, and all disconnect and reconnect fees associated with violations.**

### **Statement of Purpose**

The Primary Purpose of Limestone Networks is to provide our clients with the resources necessary to put their internet services online reliably in a lightning fast, high availability environment that responds quickly to each client's individual needs.

### **Regarding Ultimate Liability**

The Customer is ultimately responsible for individual server security. Limestone Networks claims no liability for content.

### **Network Misuse**

All customers are allowed access to the public and private network, however misuse of the network in any way, including interference, will result in a violation of the Acceptable Use Policy (AUP). All violations of the AUP shall be subject to review by Limestone Networks, and an appropriate course of action shall be taken. Proper use of public network must comply with all local, state, and federal laws. Customers assume full liability for all content which they place on the server. Content displaying or transferring acts of copulation or exposed genitalia is prohibited, regardless of context. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting is deemed a violation of this AUP.

### **Sabotage**

Any type of sabotage, regardless of intention shall be grounds for termination of an account. This includes but is not limited to, abuse of the remote reboot system by using it multiple times in a very short amount of time for improper reasons.

### **Private Backbone Network (Limestone Private Tunnel)**

Limestone Networks enables the use of a private backbone network, allowing customers to transfer data between servers with unrestricted limits on upload/download. This private backbone is in place to allow the upload/download of content, transmission of information between authorized customers servers, server administration, and transmission of

information between servers and Limestone Networks' servers, secure private administration of services, console access, and data retrieval.

### **Network Security**

Customers are required and obligated to maintain all security on their servers. Any and all additional charges that are incurred due to customer lack of monitoring or security are the responsibility of the customer.

### **Monitoring Policy**

Limestone Networks does not actively monitor the content on its servers. Dedicated server content will only be reviewed upon complaint. Content that does not violate local, state and federal law or the AUP or TOS is deemed in compliance and shall remain intact. Legal adult content is permitted. If content is deemed to be in violation of the AUP or TOS, it shall be reviewed by Limestone Networks, and a course of action shall be taken to correct the problem, which may result in termination of the account or service.

### **Spamhaus**

If any Customer or any Third Party User that is a customer of our Customer uses Limestone Networks services, network, or its physical infrastructure in a manner that causes Limestone Networks, or any IPs issued by Limestone Networks to be "blacklisted" or "blocked", Limestone Networks reserves the right to suspend or terminate services of such customer and/or suspend or terminate the access to services, network, and/or its physical infrastructure. Operating Limestone Networks service on behalf of, or in connection with or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at [www.spamhaus.org](http://www.spamhaus.org) shall constitute a violation of this AUP.

### **IP Addresses**

All IP addresses issued by Limestone Networks are the sole property of Limestone Networks. Customers retain no ownership rights to any IP addresses issued by Limestone Networks. Customers may not transfer IPs from Limestone Networks. Any customer purchasing over 16 IP addresses in addition to their server may be required to submit ARIN justification forms as well as submit to additional terms depending on the amount of IP addresses desired. For more information about IP Addresses, please contact [sales@limestonenetworks.com](mailto:sales@limestonenetworks.com).

### **IRC/Bittorrent/P2P**

IRC Usage shall be allowed unless such usage is abused or creates or enhances any type of problem(s) with Limestone Networks services or network. It is also deemed a violation if it is determined that IRC is the cause or root of a service interruption to other users. Customers may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet and DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. If a customer's IRC servers are frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or deny service to other customers or users, then Limestone Networks may null-route, filter, suspend, or terminate that Customer's service. Limestone Networks allows the use of both Peer to Peer as well as Bit Torrent, but we do not permit the transfer of illegal content.

### **Law Enforcement**

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If Limestone Networks is required by law to submit customer information to law enforcement officials, when presented with a valid subpoena from a court with proper jurisdiction, information requested is disclosed as directed pursuant to the subpoena. The safety and privacy of any customer will only be compromised by the court order of a subpoena. Limestone Networks will notify the customer of the information request as allowed by the subpoena.

**Violation Claims**

Any Claim of Violation of the Acceptable Use Policy that is being submitted must be verified and include name, contact information, IP address, and description of the violation. This Acceptable Use Policy Applies to all Customers, including the customers of our customers (Third Party).

Limestone Networks reserves the right, at its sole discretion, to refuse new service to any individual, group, or business. Limestone Networks also retains the right to discontinue service with notice for repeated violation of the acceptable use policy over time. Limestone Networks retains the right to discontinue service for any client.