

Acceptable Use Policy (AUP)

Lidlabs's network and services have been designed to serve its clients, partners, and employees (each individually a "User"), and to enhance their productivity. This Acceptable Use Policy is written to protect the functionality, performance, security, and integrity of Lidlabs's services for all of its Users.

Scope

This policy applies to all customers, clients, employees, advisors, and agents of Lidlabs, Inc. ("Lidlabs") that may require the use of or obtain access to Lidlabs's network or infrastructure in any fashion ("User"). The infrastructure refers to all aspects of Lidlabs's environment, whether physical, electronic, or data, including but not limited to:

- The physical premises,
- Network access lines,
- Routers, hubs, servers, desktop/laptop machines,
- Web sites, databases, operating systems,
- Proprietary scripts, programs, applications,
- Documentation, and any written or verbal communication.

Agreement

By its use of Lidlabs's network as described herein, the User agrees to the terms of this Acceptable Use Policy. User also acknowledges that Lidlabs has the right to summarily and without warning terminate any account, block offending activity, or take any other actions deemed reasonable in its sole discretion. Lidlabs does and will cooperate and comply with law enforcement organizations as required, and User agrees that Lidlabs shall not be required to provide any notice or warning of such activity.

F YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH HEREIN, DO NOT SIGN YOUR AGREEMENT AND DO NOT MAKE FURTHER USE OF LIDLABS'S NETWORK. THIS IS YOUR CHOICE. YOUR SIGNATURE ON THE AGREEMENT, OR YOUR USE OF LIDLABS'S NETWORK, SHALL INDICATE YOUR AGREEMENT TO THE TERMS SET FORTH HEREIN. USE OF THE NETWORK IS DEFINED AS ESTABLISHING PHYSICAL, ELECTRONIC, OR DATA CONTACT WITH THE LIDLABS NETWORK VIA ANY MEANS.

From time to time, this Acceptable Use Policy will be updated. Notification of changes will be posted to Lidlabs's web site on the home page. Your continued use of Lidlabs's services shall indicate your agreement to all such changes.

General Terms

Lidlabs's services and network may not be used in any way that may be construed by anyone to be a nuisance, attack, or harassment (including sexual). Lidlabs's services may not be used in the commission of any fraud or illegal act, or to violate the proprietary, copyright, or intellectual property rights of any party.

Bulk Email

Bulk email is often used to market products and services to customers. For purposes of this agreement, there are three forms of bulk email: "opt-in", "opt-out", and UCE.

Opt-In Email

Opt-in email is any email that is delivered to a user as a direct result solely of the user's explicit grant of permission to the sender to transmit such email to the user, and then only for the topics or purpose allowed by and known previously to the user.

Opt-Out Email

Opt-out email is any commercial or promotional email that is delivered to a user by a sender where the parties have had a demonstrable business relationship in the 12 months prior, and the sender acquired the receiver's email address from the receiver, but the receiver may not have granted direct, explicit permission to the sender to use his email address for the purpose of the message. In this case, the sender must also provide (in the message) a mechanism by which the receiver can ask to not receive future emails from the sender, which must be honored.

UCE

UCE (Unsolicited Commercial Email) is any bulk email from a sender that has not had a recent (within 12 months) business relationship with the receiver, or the receiver granted permission to a party other than the sender, or the receiver's address was acquired from any source other than the receiver himself, or the sender has forged all or part of the email headers or otherwise attempted to obscure the source of the message in any way, or the sender has not provided a valid, operational interface to which the receiver may submit a request to be removed from the sender's list that will be legitimately honored. UCE is also called *spam*.

Opt-in email is allowed, provided that any such email includes a message that tells the receiver how to unsubscribe or opt-out of future emails, and that the sender has processes in place to ensure that such requests are honored within 48 hours. At the point where the (would be) receiver's email address is collected, a clear message describing how the sender may use the receiver's email address, with the option for the receiver to opt in or out of such messages, must be provided.

Opt-out email and UCE are generally considered spam, and are expressly forbidden by this policy.

Lidlabs customers whose Lidlabs Commerce customer lists precede the addition of Opt-In functionality to the product may be granted an exception with respect to opt-out bulk email (see Exceptions below).

Normal communications between parties that have a verifiable business relationship, such as communications for the purposes of completing a transaction initiated by the receiver, are not considered bulk email, UCE, or spam.

Under no circumstances may the User:

- send any bulk email in which any of the headers of the message have been forged or tampered with, or which contains email addresses that are not operational and valid at the time of transmission and for not less than 14 days thereafter;
- send any bulk email that directs the user to any web page, or contains an email address, that is not in a domain owned by the sender, or for which verifiable written permission of the domain owner has not been previously for the event;
- send any bulk email that does not include a valid reply email address, and instructions for prompt removal from sender's email list;
- send any bulk email to any person who has requested not to receive such bulk email more than 48 hours prior to transmission;
- send any bulk email message more than two times in any 24-hour period;
- send any bulk email to any UseNet newsgroup or list server;
- transmit, sell, disseminate, or otherwise disclose a receiver's email address to any third party, unless the User has specifically and verifiably granted the sender permission to do so, or unless such third party is a vendor whose business is the transmission of such bulk email on behalf of the

- User, but then only if (a) such transmission occurs in complete compliance with this AUP, and (b) that vendor is contractually bound to use the User's list of receivers only on User's behalf, and (c) that vendor may not under any circumstances sell, transfer or use for its own benefit or the benefit of any other party, all or any part of the User's list;
- send any bulk email that makes direct reference to, without Lidlabs's prior written and express permission for each incident, an Lidlabs-owned or managed server, URL, domain, host, IP address, web page, or email address; or any web page that contains or makes reference to the foregoing;
 - transmit more than 250,000 emails in a twenty-four hour period without the prior express written permission of Lidlabs for each such event;
 - use any system in Lidlabs's network (including your own) as a target for the receipt and handling of reply or "bounce" emails resulting from bulk email operations launched from outside Lidlabs's network;
 - use any system in Lidlabs's network (including your own) as a source, intermediary, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities;
 - use Lidlabs's network or services to publish information about hacking, including instructional or incentive content;
 - use any IP address in Lidlabs's network that has not been allocated to you by Lidlabs;
 - use any system in Lidlabs's network (including your own) as an anonymous gateway or proxy for the purpose of hiding the identity of the sender from the receiver.

User understands and agrees that its failure to comply with these terms may cause Lidlabs to: (1) come under punitive restriction or termination of services by Lidlabs's vendors or third parties that provide internet access through which internet users reach Lidlabs's infrastructure, (2) come under attack by users who exact "revenge" using various tools, software, viruses, or other devices that may degrade access and performance of, or cause damage to data and software on, Lidlabs's servers, (3) in some jurisdictions make Lidlabs subject to fines, penalties, levies, or other incumbrances, and/or (4) be irreparably harmed by any of the foregoing.

Content

Lidlabs's servers and network may not be used for storage, transmission, receipt, or sale of any item or data which may be owned, copyrighted, or trademarked by anyone other than User, or for which User has not obtained express, unambiguous license or permission to disseminate or collect. Lidlabs reserves the right to demand proof of such permission or license at any time. User agrees to indemnify, hold harmless, and defend Lidlabs from any claim, suit or other action arising from User's violation of any copyright, trademark, patent, license, or grant.

Lidlabs's servers and network may not be used for storage, transmission, receipt, or sale of any item or data, which may be considered pornographic in any jurisdiction, or which Lidlabs determines is, in its sole discretion, offensive. User takes full and complete responsibility for his or her own words, including but not limited to any advertisement or claim. Opinions expressed by the User, and language used in that expression, are solely those of User. User agrees to indemnify, defend, and hold harmless, Lidlabs from any action resulting from User's statements.

If the user has any CGI, script, or other form of server executable or server-parsed content, User assumes full responsibility for the correctness of that content and any related files and databases. User must provide precautions to ensure that such content cannot be abused or exploited in a way that would cause data loss, excessive resource use, or other nuisance to Lidlabs or any other party. User agrees to pay any "clean up" costs Lidlabs may charge if such content causes data loss or nuisance.

Prohibited Use

Any action that constitutes illegal, unauthorized, forbidden, or illicit behavior is strictly prohibited. This includes any violation of, or any act that may be an attempt to violate, the terms of this policy, or any act that may violate the proprietary rights, privacy, or security of any other party. User may use Lidlabs's network and services exactly and only for their stated or designed purpose, or any purpose stated in a binding, written agreement mutually executed by Lidlabs and User.

The following are examples of prohibited activities are not all-inclusive and are provided for clarity and illustration:

- Sending UCE (spamming);
- Sending UCE using another service provider, but pointing users to an Lidlabs-hosted web site or email address in the text of the message;
- Selling a list of customers as a bulk email list;
- Posting or forwarding of chain letters;
- Using email for harassment (including sexual harassment);
- Posting to any UseNet newsgroup or mail list messages that are not relevant to the subject matter, or are commercial in nature (unless the stated purpose of the newsgroup or mail list specifically allows commercial announcements);
- Public posting of any slanderous or libelous content;
- Use of any person's account, system, host, directories, files, or network without specific permission and knowledge of that person;
- Attempts to circumvent or subvert security systems, authentication, or user identification;
- Forging mail headers;
- Attempts to deny service to any host, service, or user;
- Use of any kind of port scanner, or password cracker;
- Producing, using, or knowingly introducing a virus or any other item that may alter, destroy, or be used to gain unauthorized access to, data on Lidlabs's or any other network;
- Software piracy, violation of any copyright;
- Collection or dissemination of any information that might be used to gain unauthorized access to any system, network, host, or data;
- Any unreasonable activity that constitutes a nuisance to any other party;
- Any activity that is illegal in any jurisdiction;
- Any of the above activities that takes place on another's network but is performed in such a fashion that it impacts Lidlabs's network or is perceived to arise from Lidlabs's network or servers.

Exceptions

The grant of any exception to this policy is in Lidlabs's sole control and discretion. Exceptions will only be granted to User if such request is made by the User to an officer of Lidlabs in advance of the event. Grant of an exception will be given in writing only, and is limited to a single event unless otherwise explicitly specified by Lidlabs.

Actions

Failure to comply with this AUP may result in summary suspension or termination of services, accounts, or access, blockage of activity, or other actions deemed by Lidlabs in its sole discretion to be appropriate and reasonable. User understands and agrees that such action may be taken without prior notice. User further agrees that, in the event of its violation of this policy in any way that impacts Lidlabs's network or

customers, he/she shall compensate Lidlabs for its costs, including but not limited direct and consequential damages and attorney's fees. User shall indemnify, defend, and hold harmless Lidlabs from any action, cause, claim, penalty, suite, tort, or judgment, brought by any third party, in connection with such violation.

Contacts/Escalation

Any person who wishes to contact Lidlabs regarding this policy, obtain clarification, or report abuse, is actively encouraged to do so:

Lidlabs, Inc.
Phone: +1-415-359-8712 M-F 8:30am-5pm US Pacific

Last Modification