



## SERVICE AGREEMENTS

# ACCEPTABLE USE POLICY

This Acceptable Use Policy is designed to promote responsible usage of FIRSTPOINT IT's services. The behaviours listed below are generally prohibited as they pose unacceptable risks to the stability, integrity, or quality of our services, or contravene FIRSTPOINT IT's business practices and policies.

## Responsibility for Content

The Customer is solely responsible for the content they provide to us in connection with the services we provide. We reserve the right to review, screen, or monitor the content you submit or use in connection with our services.

## General Rules of Conduct

Your use of our services, including any content you submit, must comply with this Acceptable Use Policy, our Universal Terms of Use, any applicable Service Agreement or policies, and all relevant local, state, national, and international laws, rules, and regulations. Users of FIRSTPOINT IT services are prohibited from engaging in any of the following conduct, whether directly or indirectly:

- **Causing Information Security Risks:** Actions that pose a risk to the information security of FIRSTPOINT IT or others.
- **Violating Intellectual Property Rights:** Infringing upon the intellectual property rights of others.

- Privacy and Personal Rights Violations: Violating the privacy, publicity, or other personal rights of others.
- Promotion of Prohibited Activities: Promoting or assisting in activities such as:
  - Weapons or Explosives: This includes firearms, ammunition, explosives, and other hazardous substances.
  - Shocking or Disgusting Content: Content likely to provoke shock or disgust, such as hate speech, violence, threats, abuse or cruelty to individuals or animals, harassment, racism, sexual content, pornography, adult products or services, religious, racial, or political intolerance, vandalism, criminal activities, terrorism, eating disorders, tobacco products and paraphernalia, or promotion of suicide.
  - Bullying or Exploitative Content: Content intended to bully, exploit, or unfairly capitalize on the expense of others.
  - Unsafe Supplements: Promotion of supplements that pose health risks or safety concerns.
  - Illegal Activities: Engaging in or promoting products associated with illegal activities, including recreational drugs (chemical or herbal), psychoactive substances, equipment facilitating drug use, illegal gaming, or underage drinking or smoking.
  - Highly Regulated Products or Services: Content related to products or services subject to stringent regulations.

## Violations

FIRSTPOINT IT reserves the right to notify law enforcement agencies of any unlawful activity and may refuse to perform services deemed to violate this Acceptable Use Policy, corporate policies, or applicable laws. Immediate actions, including warnings, service suspensions, or terminations, may be taken by FIRSTPOINT IT in response to such violations. No refunds will be provided for fees paid in advance if such actions are taken.

## Hosting Services Acceptable Use Policy (AUP)

FIRSTPOINT IT reserve the right to modify this AUP without notice. Customers are responsible for all use of services by themselves and their affiliates, with or without consent.

All customers and users agree to use hosting services only for lawful purposes and in compliance with all applicable laws. Prohibited activities include, but are not limited to:

- Real, simulated, or animated violence.

- Glorification or encouragement of violence.
- Threats of harm to persons, animals, or property.
- Promotion of terrorism or violent extremism.
- Promotion or glorification of suicide or self-harm.
- Non-medical usage of gore, death, or dismemberment imagery.
- Depiction of sexual violence or exploitation.
- Glorification of mass murder or genocide.
- Celebrating or glorifying suffering or humiliation.
- Support or praise for criminal or violent activities.
- Coordination of future criminal or violent activities.
- Offering financial incentives for violence.
- Engagement in or promotion of violence for political, religious, or social causes.
- Credible threats of imminent violence.
- Harassment, bullying, or intimidation.
- Hateful conduct based on protected characteristics.
- Use of hateful imagery.
- Degrading or shaming individuals or groups.
- Violent or dehumanizing speech.
- Incitement of fear or real-world harm.
- Violation of any law or regulation.
- Illegal gambling or operation of casinos.
- Sale of endangered or protected species.
- Sale of counterfeit, fraudulent, or stolen goods.
- Unlicensed sale of drugs.
- Sale of weapons or explosives.
- Human trafficking.
- Promotion of commercial sexual services.
- Promotion of child pornography or exploitation.
- Sale of illegal goods or services.
- Slanderous or libelous activities.
- Depiction of criminal activity.
- Participation in illegal schemes.
- Use of torrent trackers or similar software.
- Transmission of harmful material.
- Uploading unacceptable material.
- Phishing activities.
- Causing security breaches or disruptions.
- Remote execution of malicious software.
- Promotion of spam or unsolicited emails.

- Publishing private information without consent.
- Threatening to expose private information.
- Sharing intimate content without consent.
- Unwanted sexual discussions.
- Interference in public elections.
- Impersonation of individuals or organizations.
- Fraudulent or misleading content.
- Violation of intellectual property rights.
- Facilitation of sexual encounters or drug transactions.
- Distribution of hacked content.
- Encouraging or facilitating AUP violations.
- Any other offensive, obscene, inappropriate, or abusive conduct deemed so by FIRSTPOINT IT.

## Email Usage

Sending unsolicited email messages, including commercial advertising and informational announcements, is strictly prohibited. Customer shall not use another site's mail server to relay email without express permission. It is forbidden to send unsolicited email from any network pointing to a location within our network. Distributing tools aiding Unsolicited Bulk Email (UBE) is strictly prohibited. Customer connectivity may be terminated if documented on a recognized SPAM abuse list or previously denied access elsewhere due to AUP violations.

## System and Network Security

The Customer is strictly prohibited from using our services to compromise the security or interfere with system resources or accounts on computers at the Premises or any third-party site.

Specific activities that are prohibited include, but are not limited to:

- Utilizing tools designed for compromising security or distributing such tools.
- Unauthorized access to or use of data, systems, or networks, including attempting to probe, scan, or test the vulnerability of a system or network, or breaching security or authentication measures without the explicit authorization of the system or network owner.
- Monitoring data or traffic on any network or system without the express authorization of the system or network owner.

- Deliberately attempting to overload a system or engage in broadcast attacks.
- Forging any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Intentionally or negligently transmitting files containing computer viruses or corrupted data.

## Violations

In our sole discretion, we will determine the appropriate action to take in response to any violation on a case-by-case basis, and without prior notice to you. Violating this Acceptable Use Policy (AUP) may subject the Customer to criminal or civil liability. We retain the right to block access at the router level to any equipment associated with the Customer's services if we believe, in our sole discretion, that a violation has occurred. This may result in the temporary or permanent suspension or termination of the Customer's services under this Agreement. If your use of services violates this AUP, we may take necessary actions to prevent the violation from continuing, including removing all Customer access without prior notice. Additionally, we will fully cooperate with law enforcement authorities, including compliance with court orders, in investigating suspected violations of the law.

We reserve the right to suspend or terminate any customer based on a valid AUP complaint. Furthermore, at our sole discretion, we may suspend or terminate, without notice, any user deemed to be a repeat violator of the AUP.