

SPECTRA Software
Web Site Acceptable Use Policy

This is the Acceptable Use Policy (AUP) for SPECTRA Software, Inc, hereinafter referred to as PROVIDER. This AUP describes what is and is not acceptable use of PROVIDER's equipment and services. This AUP is not exhaustive. PROVIDER reserves the right to modify this AUP at any time. Changes to this AUP are effective upon this AUP being posted on PROVIDER's web site. By registering with or using any equipment or service(s) of PROVIDER you are agreeing that you have fully read, understand and shall abide by this AUP, as currently posted on PROVIDER's web site.

You are responsible for all use of your website and account with PROVIDER, whether it is used with or without your knowledge or consent. You agree to use the Services only for lawful purposes, in compliance with all applicable laws in your jurisdiction. If you are not sure if your actions will be an abuse, violation or misuse, please ask us first: abuse@spectrasw.com.

All complaints of abuse, violation or misuse of your account or web site, or PROVIDER's equipment or service(s), whether or not described in this AUP, shall be investigated promptly. When PROVIDER becomes aware of possible violations of this AUP, PROVIDER may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on PROVIDER's servers, including from your web site or files. PROVIDER, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Any violation of this AUP could subject you to criminal or civil liability. Any violation of this AUP can result in PROVIDER taking any action that it deems appropriate, including suspension or termination of your account WITHOUT WARNING. No refunds of fees paid will be made if PROVIDER terminates your account due to violation of this AUP.

PROVIDER supports free speech on the Internet and will not take action simply because PROVIDER disagrees with the views expressed thru any information disseminated thru PROVIDER's equipment or service(s), including at your web site. However, if PROVIDER finds any unacceptable content or activities taking place on PROVIDER's equipment or service(s), such as those described below, it will be dealt with immediately and unilaterally by PROVIDER, in a manner that makes the use of PROVIDER's equipment and services conform to this AUP with minimal impact on all parties involved. Where there are allegations that your activity involving PROVIDER's equipment or service(s) has violated the legal rights of a third party, PROVIDER will not substitute itself for a court of law in deciding tort claims raised by the third party.

The following activities are allowed with PROVIDER's equipment and services:

1. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using PROVIDER's equipment and service(s), providing they do not otherwise violate this AUP. You may also re-distribute materials in the public domain, providing they do not otherwise violate this AUP. You assume all risks regarding the determination of whether the material is in the public domain;
2. Anything you create or pay to have created that does not otherwise violate this AUP;
3. If your account comes configured to use CGI scripts, you are free to use any CGI script(s) you wish; however we reserve the right to disable any CGI script that adversely effect normal equipment or service operation without prior warning. We will however provide notice;
4. Use of PROVIDER's SMTP service for outgoing mail, as long as it does not otherwise violate this AUP;
5. Use of PROVIDER's FTP service for file transfer, as long as it does not otherwise violate this AUP;
6. If your account comes configured to use Background Processes, you are free to run these as you wish; however we reserve the right to disable any background process that adversely effect normal equipment or service operation without prior warning. We will however provide notice;

The following activities are specifically prohibited with PROVIDER's equipment and service(s):

1. Illegal Activities
Engaging in activities that are in violation of state or US federal law, including but not limited to the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, and the Economic Espionage Act, or laws of your jurisdiction; this includes exporting any information in violation of U.S. export restrictions, including exporting encryption software over the Internet or otherwise, to points outside Canada or the United States;
2. Illegal or Unauthorized Access to Other Computers or Networks:
 - a. Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking");
 - b. Engaging in any activity that might be used as a precursor to an attempted system access (i.e. port scan, stealth scan, or other information gathering activity);
3. Distribution of internet viruses, worms, Trojan horses, or other things that are destructive:
 - a. Distributing or sending information about malware, the creation of malware, or the actual malware, which includes but is not limited to: Internet viruses, worms, Trojan horses, flood ping (ping bombing), mailbombing, or denial of service attacks, sniffers, spoofing, smurfs, winnuke, land and teardrop, and IRC bots (such as eggdrop or BitchX);

- b. Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use any network, system, service, or equipment;
4. Fraud
Engaging in or promoting schemes to defraud anyone, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes or fraudulently charging credit cards;
5. Infringing on Intellectual Property Rights
The following activities are specifically included as prohibited:
- a. Infringing or misappropriating the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, and patents held by individuals, corporations, or other entities;
 - b. Distributing or causing to be distributed copyrighted material in violation of copyright law, including but not limited to MP3s, MPEGs, ROMs, and ROM emulators (i.e., software piracy). You may not post, upload or otherwise distribute copyrighted material with PROVIDER's equipment or service(s) without the consent of the copyright holder;
6. Infringing on the Rights of Others
Engaging in any activity with PROVIDER's equipment or service(s) that violates the privacy or other personal rights of others, which includes posting in a public location private information about a person or business without his/her/their consent or defaming a person or business; or using PROVIDER's equipment or service(s) to collect, or attempt to collect, personal information about third parties without their knowledge and consent;
7. Promoting Violence or Injury:
- a. Advocating, promoting or providing assistance in carrying out violence, threatening violence, bodily harm or damage or any other unlawful activity against any individual(s), group(s), animal(s), government(s), business(es) or other entities;
 - b. Describing or displaying a weapon (other than for lawful purchase or educational use), or parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances contrary to any laws;
 - c. Promoting products or services that involve a significant risk of death or injury to any person(s), or damage to any business(es) or other entities or property contrary to laws;
 - d. Defamatory or abusive language;
 - e. Using PROVIDER's equipment or service(s) as a means to transmit, display or post defamatory, harassing, abusive, or threatening content;
 - f. Using PROVIDER's equipment or service(s) as a means to transmit or display content with intent to annoy, abuse, threaten, or harass another person;
 - g. Advocating, promoting or providing assistance with stalking of anyone;
8. Obscene Speech or Materials
Using PROVIDER's equipment or service(s) to advertise, transmit, store, post, display, send, or otherwise make available any obscene, lewd, lascivious, filthy, or indecent material, including but not limited to child pornography. PROVIDER shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through any of PROVIDER's equipment or service(s). Also, PROVIDER shall notify law enforcement agencies when it becomes aware of activity that could be construed as trafficking in obscene materials on or through any of PROVIDER's equipment or service(s);
9. Spamming:
- a. Sending unsolicited bulk and/or commercial messages over the Internet (commonly known as "spamming");
 - b. Maintaining an open SMTP relay;
10. Forging of Headers
Forging or misrepresenting network protocol headers (typically but not exclusively TCP/IP; including but not limited to SMTP, FTP and ICMP), whether in whole or in part, to mask the origin of any transmission;
11. Gambling
Engaging in or promoting illegal gambling;
12. Promoting Intoxicants
Displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes, non-prescription drugs, or service or product contrary to any laws;
13. Facilitating a Violation of this Policy
Advertising, transmitting, or otherwise making available anything, including but not limited to software, programs, products or services, that is designed to violate the terms of this AUP; specifically included is the transmission or use of spam or malware; or providing instructions to assist or enable another legal entity to violate the terms of this AUP, including but not limited to providing any kind of link to any material which would assist or enable another legal entity to violate the terms of this AUP;
14. Reselling Services provided by PROVIDER
Reselling any service(s) provided by PROVIDER without the prior written authorization of PROVIDER;
15. Other Activities
Engaging in any other activity, whether lawful or unlawful, that PROVIDER, in its sole discretion, determines to be unacceptable use of PROVIDER's equipment or services.

