

Herakles, LLC

Herakles, LLC

Acceptable Use Policy

Herakles, LLC.
1100 North Market Boulevard
Sacramento, CA 95834

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Herakles, LLC ("Herakles") has established this Acceptable Use Policy ("AUP") for the purpose of governing the responsible use by Herakles' customers and other parties (collectively, "Users") of the services provided by Herakles.

1. General Conduct

The Herakles Network and Services must be used in a manner that is consistent with the intended purpose of the Herakles Network and Services and may be used only for lawful purposes. Users shall not use the Herakles Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (b) that may expose Herakles to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this AUP.

2. Responsibility for Content

Herakles takes no responsibility for any material created or accessible on or through the Herakles Network and Services. Herakles is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Herakles becomes aware that any such material may violate this AUP and/or expose Herakles to civil or criminal liability, Herakles reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. Herakles further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Herakles deems responsible for the wrongdoing.

3. E-Mail

A User may not send unsolicited e-mail messages, such as bulk commercial advertising or informational announcements ("spam") in a manner that could be reasonably expected to adversely impact the Herakles Network. Examples of such practices include, but are not limited to, using an e-mail account to send spam, or using another provider to send spam or to promote a site hosted on or connected to the Herakles Network in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

4. Usenet

A User who posts messages to Usenet groups is responsible for becoming familiar with any written charter or Frequently Asked Questions ("FAQ") governing use of such newsgroups and complying with such charter or FAQ. In any event a User may not (a) post the same message, or a series of similar messages, to one or more newsgroups (i.e., excessive cross-posting or multiple-posting, otherwise known as "Usenet spam"), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official newsgroup moderator, (c) post any messages with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

5. Security

A User is prohibited from violating or attempting to violate the security of the Herakles Network, including, without limitation, (a) accessing data not intended for such User, including logging into a server or account which the User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via overloading, "flooding", "mailbombing" or "crashing", (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the User is not entitled. Violations of system or network security may result in civil or criminal

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liability. Herakles will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting any User who is involved in such violations.

6. Suspension and Termination

If Herakles, at its sole discretion, determines that a User has violated any element of this Acceptable Use Policy, the User may be subject to a suspension or termination of service and, if Herakles deems it necessary, immediate suspension or termination of such User's service without notice. Herakles may take such further action as Herakles determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Herakles shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Herakles' exercise of its rights under this AUP.

7. Monitoring

reserves the right to monitor the Herakles Network. Herakles bears no responsibility or liability for any information that was not posted to the Herakles Network by Herakles. Herakles bears no responsibility or liability for the content of any other websites linked to the Herakles Network.

8. Modification

Herakles reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted at www.heraklesdata.com.