

# THE TECH CONTRACTS HANDBOOK

## Software Licenses and Technology Services Agreements for Lawyers and Businesspeople

by David W. Tollen

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[www.TechContractsHandbook.com](http://www.TechContractsHandbook.com)

### *Policy Document*

## ACCEPTABLE USE POLICY (AUP)

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## ACCEPTABLE USE POLICY

Date Posted: \_\_\_\_\_

### A. Unacceptable Use

Provider requires that all customers and other users of Provider's Internet service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Abusive Behavior*: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or

religious slurs against any person or group.

- 2) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 3) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 4) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 5) *Spam*: Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-Spam Act of 2003.
- 6) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 7) *Violations of Law*: Do not violate any law.

#### B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the user's account or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. Provider reserves the right to take any other remedial action it sees fit.

#### C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it via an e-mail to the following address: \_\_\_\_\_. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

#### D. Revision of AUP

Provider may change this AUP at any time by posting a new version on this page and sending the user written notice thereof. The new version will become effective on the date of such notice.