

EmailGarage 6.0 campaign manager

Acceptable Use Policy

Introduction

Exchanging information with other Internet users is generally a matter of common sense and courtesy to others. The Majority of EmailGarage customers are able to use their own sense of what is appropriate to guide their behaviour. From time to time however, e-mail of unwelcome types (collectively known, along with other unwelcome activity, as NET ABUSE) is sent and received.

It is not always obvious whether such e-mail is innocent, inadvertent, or intentional, however, certain activities will require the necessary action of EmailGarage, a self service unit of LUON (hereafter to be called 'EmailGarage') as described further in this document. The use policy applies to usage of our systems by end-users as well as by mail administrators.

1. Definitions used in this document

"Customer" – refers to the business entity, with which EmailGarage has an agreement for e-mail services. Each Customer may have multiple accounts.

"End User" – refers to the person, persons, or entity using a specific account (designated by a unique login) controlled by the Customer

"E-mail" – refers to any transfer of information from an e-mail client, whether this is browser based or not, or from the EmailGarage 6.0 campaign manager, but not limited to.

2. General use policy

Without exception and regardless of the type of service, EmailGarage decries the practice of mass mailing unwanted e-mail solicitations of any type, regardless of content, and will do anything within her power to reduce the flood of this type of traffic across the Internet.

To this and similar ends, EmailGarage has instituted the following policies.

2.1. Unsolicited Bulk E-mail (popularly known as "spam")

Any Customer or End User, who sends unsolicited advertisements or solicitations, commercial or otherwise, may have his account suspended and be disallowed further service.

EmailGarage' Customer is responsible for their End Users. They will make sure that all services obtained from EmailGarage are used in an appropriate manner. Therefore, the Customer must take steps to manage the use of the obtained services in such a way that the messaging infrastructure abuse is minimized. The Customer must also make contact information public, and must respond in a timely manner to any complaints. EmailGarage shall consider any complaints regarding the Customer's End Users to apply to the Customer.

EmailGarage' operations staff have the option to immediately suspend any End User or Customer in order to forestall further abuse or damage to the messaging infrastructure without upfront notice to the Customer or the End User. In this case, the Customer shall be notified as soon as possible.

Unsolicited advertisements or solicitations sent from other networks which reference e-mail accounts hosted at EmailGarage shall be treated as if they originated from the account referenced, unless there is sufficient reason for EmailGarage' operations staff to believe that the message truly originated from some unrelated party.

Likewise, postings made to the Usenet newsgroups or other online forums which reference e-mail accounts hosted at EmailGarage, and are deemed to be inappropriate according to the local ethical standards of that forum, may be treated in the same manner as unsolicited bulk e-mail above.

Other actions which are considered as Net Abuse and which cannot be tolerated on the EmailGarage messaging platforms include, but are not limited to:

2.2. Chain Letters and Pyramid-Selling Schemes

Such message work (or rather, don't work) in much the same way as their paper-based cousins. The most common example of this e-mail is MAKE-MONEY-FAST. In addition to being a waste of resources, such messages are illegal in many countries.

2.3. Unsolicited Commercial E-mail (UCE)

Unsolicited Commercial E-mail is advertising material received by e-mail without the recipient either requesting such information or otherwise expressing an interest in the material advertised.

Since many Internet users use a dial-up connection and pay for their on-line time, receipt of unsolicited commercial advertising therefor costs them money and is particularly unwelcome.

It should be noted that a user has not expressed an interest by the mere act of posting a news article in any particular newsgroup, unless of course they have made a specific request for information to be e-mailed to them.

2.4. Unsolicited Bulk E-mail (UBE)

Similar to the above UCE but not attempting to sell anything. Its sole purpose is usually to annoy.

2.5. Forged headers and/or Addresses

Forging headers or messages means sending mail such that its origin appears to be another user or machine, or a non-existent machine. It is also forgery to arrange for any replies to the mail to be sent to some other user or machine. However, in either case, if the other user or the administrator of the other machine have granted prior permission to you, then there is no problem, and of course "null" reverse paths can be used as defined in the relevant RFC's.

2.6. Mail Bombing

Mail bombing is the sending of multiple e-mails, or one large e-mail, with the sole intent of annoying and / or seeking revenge on a fellow Internet user. It is a wasteful of shared Internet resource as well as serving no value to the recipient. EmailGarage will always react on complaints from mail users (Customers, End Users or external mail users).

Due to the time taken to download it, sending long e-mail to sites without prior agreement can amount to denial of service, or access to e-mail at the receiving site. Note that if binary attachments are added to e-mail this may increase the size.

2.7. Denial of Service attacks

Denial of Service is any activity designed to prevent a specific host on the Internet making full and effective use of their facilities. This includes, but is not limited to:

- Mail bombing an address in such a way to make their Internet access impossible, difficult, or costly
- Opening an excessive number of mail connections to the same host
- Intentionally sending e-mail designed to damage the receiver's systems when interpreted
- Sending malicious programs or viruses attached to an e-mail
- Using a smarthost or SMTP relay without authorisation to do so

2.8. Mailing List Subscriptions

You must not subscribe anyone to a mail list or similar service without his or her permission.

2.9. Illegal Content

You must not send via e-mail any item, which is illegal to send or possess. This includes material, which is prohibited under the various regulations and laws dealing with material sent over a public telecommunications network, notably the telephone system.

2.10. Breach of Copyright or Intellectual Property

You must not send Copyright material or Intellectual Property via e-mail unless you have permission to do so. EmailGarage shall always cooperate to any public inquiry on any illegal activities where our messaging infrastructure could be involved.

2.11. Unacceptably Large E-mail messages

We define any e-mail larger than 8Mb in size (including attachments) as an unacceptable large e-mail. It should be remembered, that e-mail messages become larger when passing through the Internet due to encoding. EmailGarage reserves the right to delete any unacceptably large e-mail that passes through the EmailGarage e-mail system in order to guarantee our quality of service towards all our Customers. Because some previous items are related to the content of e-mail, which is not of any interest of EmailGarage, EmailGarage will contact the Customer on any known event or complaint about Net Abuse. However, in the case that the Customer does not take the right actions which stops the End User or which prevents the End User to repeat his action of Net Abuse, EmailGarage is able to take measurements against the Customer as a whole in order to protect other Customers and their ability to use our services.

2.12. Filtering of Incoming E-mail

As owner of the equipment and other resources used to provide services, EmailGarage has the legal right to block electronic communications from other entities on the Internet. Customers should be aware that such blocking or filtering might take place if deemed necessary by designated members of the EmailGarage operations staff (or a third party chosen by EmailGarage and made known to the Customer). Whenever possible, the party being blocked shall be made aware of such action before it occurs.

2.13. Illegal Activities

Services offered may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of local, national, European and international regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

EmailGarage reserves the right to co-operate with law enforcement and other legal authorities in investigating claims of illegal activity. EmailGarage will not release any information regarding its Customers (except for that which is public knowledge, such as the interNIC's WHOIS database) or their End Users to any third party except upon presentation of a valid court order from a government or legal entity with proper jurisdiction. The Customer agrees that EmailGarage' judgement as to the validation of any such order shall be considered proper and final.

2.14. Right to Damages

EmailGarage considers most instances of unsolicited bulk e-mail to be a theft of services and reserves the right to prosecute originators of the same in a court of law.

EmailGarage reserves the right to collect damages (software, hardware and man hours) if any harm is done to her network or equipment, which requires repair or reconfiguration of any kind.

If deemed appropriate by EmailGarage, the Customer will be charged no less than €1000,00 per individual claim for compensations of any kind or per notification that mail from our servers will be blocked by a third party due to Spam. In the case of such a claim or notification, EmailGarage will prove the right to collect damages to the Customer with the request for compensation or the notification for blocking from the third party and the relevant log files.

EmailGarage will warn the Customer on any traced attempt of Spam or any complaint about Spam originated by the Customer or any of his End Users. In the case that the Customer is unable to stop Spam attempts initiated by any of its End Users after the second warning, Dyna has the right to charge the Customer an amount of €500,00 for every next Spam attempt. Print outs of log files will prove the fact that the Customer or one of his End Users has originated the Spam. A Spam attempt is defined as every attempt to send out an e-mail that could be identified as Spam and for which EmailGarage received at least one complaint.

In addition, EmailGarage reserves the right to collect punitive damages in recompense for any perceived loss of brand reputation. Nothing contained in this document shall be construed to limit action EmailGarage may take or remedies available to us in any way with respect to any of the described conduct. EmailGarage reserves the right to take any additional actions we may consider appropriate with respect to such conduct, including without limitation taking action to recover costs and expenses of identifying offenders and removing them from our network or systems, and levying cancellation charges to cover costs in the event of disconnection for the causes outlined in this Policy document. In addition, EmailGarage reserves at all times all rights and remedies available to us with respect to such conduct at law or in equity.

Non-enforcement of any policy or rule herein does not constitute consent or waiver, and EmailGarage reserves the right to enforce such policy or rule at its sole discretion.

3. Product specific policy

The EmailGarage 6.0 campaign manager / List Manager interface is the key to access to the mailing list in terms of its contents and functionality. Having access to this interface enables access to list member information as well as the possibility to manipulate the behaviour of the tool. Therefore, the Customer/List Administrator will not disclose the access or access rights to this interface.

3.1. Required mail fields

In the e-mail header the following fields must be correctly supplied and must be valid addresses:

- "From"
- "Reply-To"
- "List Owner"

The e-mail addresses must also accept any bounces at the rate they may occur. Customers using or facilitating the EmailGarage distribution list services must supply EmailGarage with an emergency "abuse contact" to contact if there are any problems/complaints associated with the mailing or the use of the service.

3.2. Illegal activities

Services offered may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of local, national, European and international regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

EmailGarage reserves the right to cooperate with law enforcement and other legal authorities in investigating claims of illegal activity. EmailGarage will not release any information regarding its Customers (except for that which is public knowledge, such as the interNIC's WHOIS database) or their End Users to any third party except upon presentation of a valid court order from a government or legal entity with proper jurisdiction. The Customer agrees that EmailGarage' judgement as to the validation of any such order shall be considered proper and final.

3.3. Responsibility

EmailGarage appoints the Customer as the final responsible for the use of the EmailGarage 6.0 campaign manager / List Manager services. The Customer is ultimately and solely responsible for the use of EmailGarage services. This responsibility applies to the content and size of the e-mails exchanged as well as the behaviour and the load they generate on our systems and on those of the targeted mail servers. This responsibility is independent of the type of service. The fact that the Customer does not moderate a distribution list does not discharge the Customer from this or any other responsibility.

3.4. Confidentiality

EmailGarage does not divulge e-mail addresses or other information collected by our customers. We never share lists among list owners, and we never sell customers' lists.

3.5. Excessive load

EmailGarage has the right to take measures in the case that one or more distribution lists causes excessive load on our systems, servers or network. The Customer will tend to spread his use of the distribution list services in time in order not to overload our systems.

4. Acceptance of the customer

THE CUSTOMER ACCEPTANCE

Company

Authorised Customer Signature

Typed or Printed Name

Title

Date