



## ACCEPTABLE USE POLICIES

This document contains Acceptable Use Policies (AUPs) for various Cox services including Data, Internet, CoxMail(sm) E-Mail, Web Hosting and Webconferencing Services ("Services"). In addition, this document contains Cox's IP Address Policy with respect to those Services. Use of any of these Cox Services shall at all times be subject to the terms and conditions of these AUPs. Web hosting customers may view their AUP by clicking on the control panel. The AUPs may be amended from time to time during the term of this agreement. Customer's continued use of the services following an amendment shall constitute acceptance. Cox is not responsible for the networks or facilities of third parties which may be necessary to provide service.

Cox Business Services will make a reasonable attempt to inform a customer that a complaint has been filed against them, based on contact information provided by the customer. Customer is solely responsible for the protection of their computer equipment. Cox will work with our customer to obtain a mutually satisfactory resolution to the complaint however, if a resolution can not be reached in a reasonable period of time, Cox may suspend the service. Cox reserves the right to act immediately and without notice to suspend service in response to a court order; government mandate; or if Cox reasonably believes such activity is harmful to the Cox network or its other subscribers.

### A. General Terms

The following terms and conditions in this Section apply to all Internet-related Services obtained by Customer from Cox. ANY CUSTOMER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY COX ACCOUNT MANAGEMENT SO THAT THE CUSTOMER'S SERVICE CAN BE CANCELLED. In the event of a conflict between the Commercial Service Agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP and complaints of violations of this policy can be directed to [abuse@coxmail.com](mailto:abuse@coxmail.com).

1. **Illegal Activity.** Use of the Services for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, or to engage in tortious conduct, is a violation of this Policy. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that infringes on the copyright of another.
2. **Spamming/Unsolicited Bulk E-Mail.** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail is spamming and is prohibited. Customer may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum or are off-topic according to the charter or other owner-published FAQ or description of the group or list; send unsolicited mass e-mailings, send or forward chain letters; use the Cox Service as a maildrop for responses; and/or (d) falsify user information, including forging, altering or removing electronic mail headers. Customer may not reference Cox or any related entity (e.g. by including "Organization: Cox" in the header or by listing an IP address that belongs to Cox or any related entity) in any unsolicited e-mail even if that e-mail is not sent through the Cox network. Cox Communications uses several spam reporting web sites including, but not limited to, SpamHaus and SORBS, and these web sites may change from time-to-time. Listing on one or more of these web sites, or any other spam reporting web site, of (i) the Customer's name including fictitious names (d/b/a or aliases); (ii) one of Customer's employees in connection with the use of the Customer's service, or an alias of such employee(s); or (iii) the Cox IP space provided to Customer will result in immediate termination or suspension of Service to Customer. Each case will be individually investigated by Cox and Cox may condition reconnection or reprovision of Service upon removal of the listing from the spam reporting web sites.
3. **Harvesting/Spidering/Spyware.** The collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained from such means is not allowed. A user suspected or found harvesting email addresses may be blocked from sending mail until Cox is satisfied that the activity has been stopped.
4. **Bandwidth Limitations.** The Customer must comply with the then current bandwidth, data storage and other limitations on the Services. Customer may not use the Services in a manner that places disproportionate burden on the network or impairs the Service received by other Customers.
5. **End Users.** If Customer allows others (end users) to use the Service, Customer is responsible for ensuring that end users comply with this AUP. Cox may disconnect Service if an end user violates this AUP. The Customer must also make contact information publicly available, and must respond promptly to any complaints. Complaints regarding the Customer's end users shall apply to the Customer.
6. **Security.** The Customer is responsible for any misuse of the Services, even if the inappropriate activity was committed by an employee, Customer, consultant, guest or other individuals who have access to the Customer's system or network. Therefore, the Customer

must take steps to ensure that others do not gain unauthorized access to services. This includes any third party use of unsecured mail and news servers or any other unauthorized access that results in a violation of any portion of this AUP. The Services may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. Customer may utilize scanners, sniffers and any other such security analysis tools to maintain Customer's own network as long as Customer only uses such tools with respect to Customer's own network. Cox does not under any circumstance allow Customer or unauthorized individuals to scan, probe, or use security analysis tools against the Cox network or the networks of our other customers and use of or distribution of tools designed for compromising security of non-Customer networks, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Customer may not willfully or knowingly disrupt the Services or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature also is prohibited. The Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on that device. If Cox detects that Customer's equipment or Customer's Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the Cox network, the Services provided to other Cox customers, or otherwise compromises the integrity or the operation of the Cox network, Cox may disconnect Customer from Service immediately; and, in this event, Cox will make reasonable efforts to promptly contact Customers regarding the interruption of Service. It is the Customer's sole responsibility to ensure that any computer or device they connect to the Cox Business Services network remains secure and virus free.

Login credentials such as but not limited to passwords and personal identification numbers to any Cox managed or owned sites and servers must follow the Cox password requirements.

Accounts that do not follow this guideline may be suspended until the customer complies and is secured.

Password guidelines can be found here:

<http://www.coxmail.com/help/Login.htm>

**7. Customer Information.** Cox and its distribution affiliates and vendors may cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations. Cooperation may include Cox or its vendors providing the name, IP address(es), or other identifying information about a Customer. Upon termination of a Customer's Service, Cox is authorized to delete any files, programs, data and e-mail messages associated with such account. Cox will not release any personally identifiable information regarding our Customers (excepting 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) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Cox may release such information based upon its sole reasonable judgment as to the validity of any such order.

**8. Inappropriate Content and Unacceptable Links.** The Customer is solely responsible for any information that is accessed through use of the Services, and Cox bears no responsibility for such content. Cox and its distribution affiliates and vendors reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful or infringes on the copyright, trademark, or other intellectual property right of a third party. By using the Services to reproduce, publish, display, transmit and distribute content, the Customer is warranting that the content complies with this AUP and authorizing Cox and its distribution affiliates to reproduce, publish, display, transmit and distribute such content as necessary for Cox to deliver the content in a timely manner. Examples of unacceptable content or links: "Pirated software", "Warez Sites".

**9. Newsgroups.** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The Customer is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited.

**10. Internet Relay Chat.** Cox Services may be used to participate in "chat" discussions. The Services may not be used to perform chat "flooding." Any single computer or other device connected through the Services may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The Services may not be used to access any chat server in violation of the acceptable use policy of that server.

**11. Consequence of Violation of Acceptable Use Policy.** When Cox becomes aware of an alleged violation of its AUP, Cox may initiate an investigation. For violations of this AUP, Cox may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Although Cox has no obligation to monitor Services provided and/or the network, Cox and its various affiliates, vendors and partners reserve the right to monitor bandwidth, usage, and content from time to time to operate our Services; to identify violations of this AUP; and/or to protect the network and Cox customers. Cox prefers to advise customers of inappropriate behavior and any necessary corrective action. If Cox believes this AUP has been violated, Cox or its distribution affiliates may take any responsive actions they deem appropriate. The failure of Cox or its distribution affiliates to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

## **B. Cox Business Internet Acceptable Use Policy**

This Acceptable Use Policy applies to all Cox Business Internet Services. The currently offered Cox Business Internet plans are multiple user plans with rate managed tiers for Internet access and may have simultaneous users, however, older plans no longer marketed were based on the number of users sharing the Internet connection as regulated by a Cox owned and managed router. If Cox is ordered by a court of competent jurisdiction to monitor a Customer's connection to comply with a court order or legal process, Cox will treat that information as

confidential and only divulge the necessary information as required by such order or legal process. Customer must comply with the bandwidth, data storage and other limitations set forth in their Commercial Agreement for Services. These Services will allow the Customer to have multiple number of users on the network provided, as defined in the product definition and contract, however, that data throughput performance will be impacted by the number of users and shall be subject to the rate or speed selected by Customer and Customer's Domain Name Service (incl. vanity domain name). In addition, the Customer has the ability to add servers as defined in the contract and service plan selected. Transmission speed of this Service may vary with the number of users and network management needs may require Cox to modify upstream and/or downstream speeds. Customer may not remove Cox owned and managed equipment without prior written permission from Cox Business Services.

**1. Resell or redistribute of services.** Cox Business Services are provided to an individual person or company by contract and use is subject to this policy. It is a violation of this policy and a breach of the contract to provide services to any third parties not named within the contract without prior written permission from Cox Communications. This includes, but is not limited to the sharing of bandwidth or services through wireless access points or wired links.

Subscribers may not resell or redistribute the service to any third party via any means including but not limited to wireless technology without prior written permission from Cox Communications.

## **C. CoxMailSM Acceptable Use Policy**

This Acceptable Use Policy applies to CoxMailSM Customers and end users. Each Customer may have multiple domain accounts and each domain account may have one or more end user.

When utilizing mail servers owned by Cox Business Services, users are restricted to 300 recipients per message.

### **1. Features and Limitation of the CoxMail Service.**

**a. Forwarding/Filtering of Incoming E-Mail.** Cox is not responsible for the forwarding of e-mail sent by Customer or end user where the account has been suspended or terminated. Such e-mail will either be returned to sender, ignored, deleted, or stored temporarily at Cox's sole discretion. As owner of the equipment and other resources utilized to provide services, Cox has the legal right to block electronic communications from other entities on the Internet. Whenever possible, the party being blocked shall be made aware of such action before it occurs, however, Cox has the right to disable immediately any account in order to forestall further abuse or damage to e-mail systems. Should this occur, the Customer shall be notified as soon as possible. Unsolicited advertisements or solicitations sent from other networks which reference e-mail accounts hosted at Cox shall be treated as if they originated from the account referenced, unless there is evidence that the message originated with some unrelated party.

**b. Anti-Virus alert.** Cox mail servers employ virus detection and prevention methods. If a virus or malware is discovered in an email, the virus or malware will be cleaned or deleted. No report will be sent to the customer, since most infected email contains a 'fake' reply address. Cox abuse department may contact the customer upon receiving a complaint.

**c. Trash Folder retention.** Messages that remain in the Trash folder on the CoxMail server for 30 days or more after receipt will be deleted without notice. A message in the trash folder may be retained indefinitely by downloading it with a client or moving it to alternative folder.

**d. Administration of Third Party Mail Server (Non-Cox Mail Server).** Cox prohibits the relaying of Customer mail from Customer's or third party owned/administered email servers through Cox mail servers. Customers who maintain their own mail server or have a mail server through a third party shall not use any Cox outbound mail servers to deliver their mail to the end recipient.

### **2. CoxMail Dormant Mailbox Retention**

**a. Dormant Mailbox Locked:** When a non-administrative mailbox\* is not checked for new email for at least 120 days, it is considered dormant and will be locked. New messages sent to a dormant mailbox will be returned as undeliverable. Dormant Mailboxes in a locked state can be reactivated by accessing your CoxMail mailbox via webmail ([coxmail.com](http://coxmail.com)) or POP-3 client (ex. Outlook), or by setting up an automatic forward of your CoxMail webmail mailbox.

\*A non-administrative mailbox is a mailbox that does not have administrative properties. Administrative properties allow a user to manage and provision mailboxes. For more information on CoxMail administrative mailboxes go <http://control.coxmail.com>.

**b. Dormant Mailbox Deleted:** When a Dormant Mailbox is not checked for new email for an additional 60 days after it is locked, the mailbox is deleted. Messages remaining in the mailbox at that time will also be deleted. **PLEASE NOTE: Deleted email cannot be recovered.** New messages sent to a dormant mailbox that has been deleted will be returned as undeliverable. If your email mailbox is deleted you will lose any personalization (all folders, address book entries, and preferences). If this occurs and you wish to set up a new mailbox, contact your local Cox Business customer support representative.

#### **D. Mass Mailing Acceptable Use Policies**

Cox has updated the Acceptable Use Policy to include guidelines for all mass mailings by Customers, or a 3rd party contracted on behalf of Customers to send mass mailings to any group of end users. This Mass Mailing AUP is incorporated into the Commercial Services Agreement between Cox and Customer. Before Customer or its end users engage in mass mailings, Customer must obtain written approval from Cox. The Customer must complete the mass mailing request form located at <http://massmailing.coxmail.com>, and, if approval is granted by Cox, Customer must comply with all instructions and requirements outlined by Cox before Customer may engage in mass mailings. Failure to comply with Cox requirements is a violation of this AUP. If Cox denies Customer's request for mass mailings, Customer shall not engage in mass mailings. Mass mailing is not included as part of any Cox service offering and Customer has no contractual right to engage in mass mailings until and unless Customer receives written approval from Cox for mass mailings. Cox may approve, deny, condition, or rescind previously granted permission, in its sole discretion. Failure of Cox to reply to Customer shall be deemed a denial of mass mailing authorization.

When utilizing mail servers owned by Cox Business Services, users are restricted to 300 recipients per message. Exceeding 300 recipients per message may be considered a breach of the acceptable use policy and the mass mailing agreement. Messages that do not follow this guideline will be rejected by the server.

#### **Definition of Mass Mailing:**

"Opt-in" Mailings are to more than 150 users by either Cox customers or their 3rd party partner to any group of end users. Opt-in means that end user has signed up for mailings voluntarily. "Opt-in" implies that the mailing is not SPAM and a recipient knowingly and willingly requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email.

#### **Reminder:**

SPAM is defined as "unsolicited bulk email that includes advertisements or solicitations, commercial or otherwise, regardless of content." Without exception, Cox prohibits the practice of mass-mailing unwanted e-mail solicitations of any type, regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased from a 3<sup>rd</sup> party and are represented as "opt in" clean lists are not exempt from this policy and will be treated as SPAM.

**Administration of Third Party Mail Server (Non-Cox Mail Server).** Cox prohibits the relaying of Customer mail from Customer's or third party owned/administered email servers through Cox mail servers. Customers who maintain their own mail server or have a mail server through a third party shall not use any Cox outbound mail servers to deliver their mail to the end recipient.

Allow up to 72 hours for a response.

#### **Mass Mailing Requirements (Bulk Mailing):**

- Mail send rate: mass mailings with distribution lists greater than 1000 recipients will be done at a maximum rate of 10 messages per second. If you are using a third-party mailserver or your own mailserver to send your mailings, these restrictions do not apply.
- Allowable send times: mass mailings with lists in excess of 1000 recipients will be started and completed between 11pm and 4am US Central Times in groups of no more than 300 recipients. If you are using a third-party mailserver or your own mailserver to send your mailings, these restrictions do not apply.
- All email distributions must have a viable and clear option or instructions for 'opting-out' of the subscriber list.
- For all email distributions, the subject of the email must match the body of the text.
- The email must contain a valid physical postal address.
- Valid "From", "Reply-To", "Return-Path" and "Error-To" headers. If the following values are listed in your mail header they must be valid addresses and each email address must accept any bounces at the rate they may occur:
  - -"From",
  - -"Reply-To",
  - -"Return-Path"
  - -"Errors-To"
  - -Valid "Abuse contact": customers who send/receive mass mailings MUST supply Cox with an emergency "abuse contact" to contact if there are any problems/complaints associated with the mailing.
- Use of appropriate servers for originating mailings: The use of Cox Hosted SMTP servers or customer owned and managed SMTP servers that traverse the COX network for mass mailings is not permitted unless previously agreed in writing by Cox.
- Delivery of mass mailings: (i.e. mass mailing sent by a domain hosted or not hosted by Cox to domains hosted by Cox) all mass mailings destined for Cox hosted domains or domains hosted on behalf of Cox subscribers must be delivered through Cox inbound MX machines. All mass mailing sent through Cox SMTP servers will not be delivered unless formerly agreed upon by Cox.

**To obtain written permission for mass mailings, the following information request form must be completed:**  
<http://massmailing.coxmail.com/>

**Cox Communication may request to review the content of your bulk mailings prior to approval.**

Cox reserves the right to reject any request to perform a mass mailing if it is determined to be in its own best interests.

**E. Cox IP Address Policy**

Cox's IP address policy is based on RFC 2050 and the American Registry for Internet Numbers (ARIN) guidelines for Internet service providers; provided, however, that Cox may allocate IP addresses in any manner in which Cox determines, in its sole discretion, is reasonable for the operation of its internet business. Please contact Cox for any questions regarding IP address rules and policies. Cox will allocate IP addresses to customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration, termination or cancellation of Commercial Services Agreement. Cox Business Services may require an ARIN organizational ID from the customer to complete IP requests. If requested, the organizational ID must be provided. A customer may call ARIN at 703-227-0660 to obtain an ID.

**1. Domain Name Registrations.** If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration and use shall be subject to the terms and conditions required by the domain name registrar, which may be amended from time to time and are presently posted at <http://help.register.com/>.

**F. Web Hosting**

This Acceptable Use Policy applies to Cox Web Hosting. Cox reserves the right to add, delete, or modify any provision of this Web Hosting Policy at any time without notice. Any party seeking to report any violations of the Cox AUP may contact Cox via e-mail: [abuse@coxhosting.com](mailto:abuse@coxhosting.com).

**1. System and Network Security.** Cox will not change passwords to any account without proof of identification, that is satisfactory to Cox, and that may include written authorization with signature. In the event of any partnership dissolution, divorce, corporate reorganization, or other legal proceeding involving Customer and the Service, Cox may put the account on hold and suspend services until the situation has been resolved to Cox's reasonable satisfaction. Under no circumstances will Cox be liable for any losses incurred by Customer during this time of determination of ownership, or otherwise. Customer is responsible for all accounts, sub-accounts, and alternative account names associated with the Customer's principal account. The Customer is responsible for ensuring full compliance by all users of that account with Customer's obligations under the Agreement and this AUP. A Customer account may not be transferred without prior written approval from Cox. The Customer is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Customer's account, the Customer will be liable for any unauthorized use of the Cox services, including any damages resulting therefrom, until the Customer notifies Cox's Customer care staff.

**2. Misuse of System Resources.** It is a violation of this policy to employ posts or programs which consume excessive CPU time or storage space; to permit the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their Customer's account; or to resell access to CGI scripts installed on our servers. Cox shall determine in its sole discretion whether Customer is misusing system resources.

**3. Servers.** A user shall not use another site's mail server to relay mail without the express permission of the site. If the Customer sells or resells advertising or web space to a third party then the Customer will be responsible for the contents of that advertising and the actions of that third party. Cox has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current AUP for Web Hosting. If the Customer refuses to remove any advertising or other third party content deemed objectionable by Cox, Cox may terminate the Services.

**G. Use of Residential Features**

Cox Business Service customers that are using certain residential features in conjunction with their Cox Business Services products, must abide by the residential acceptable use policy for these features. These features are provided under contract by Cox Business Services. Please review the residential AUP for compliance located at [http://www.cox.com/policy/#Acceptable\\_Use\\_Policy](http://www.cox.com/policy/#Acceptable_Use_Policy).