

**As a provider of web site hosting and other Internet-related services, Rocksoft offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Rocksoft respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Rocksoft reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Rocksoft has developed a Terms of Service ("TOS"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using Rocksoft services. This TOS will be revised from time to time.**

**One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Rocksoft cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Rocksoft cannot monitor or censor the Internet, and will not attempt to do so, Rocksoft cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.**

**When subscribers disseminate information from the Internet, they must keep in mind that Rocksoft does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over Rocksoft network and may reach a large number of people, including both subscribers and non-subscribers of Rocksoft, subscribers' postings to the Internet may affect other subscribers and may affect Rocksoft goodwill, business, reputation or operations. For these reasons, subscribers violate Rocksoft policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:**

**Spamming:**

**Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer**

attitudes toward Rocksoft, but also because it can overload Rocksoft network and disrupt service to Rocksoft subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Rocksoft will investigate and shutdown the account that which are spamming. As for reseller account, we will keep a good communication with the reseller regarding this as the spam might be initiated by their client and not by the reseller account owner.

**Audio/Video Streaming:**

Audio/Video Streaming is not reseller or shared hosting friendly. As such, Rocksoft does not allow excessive streaming of audio or video content. Offending accounts will be suspended without notice. Non-excessive usage of resources for this purpose is however allowed.

**Adult-Oriented Content:**

Rocksoft does not allow adult content and will suspend/terminate any offending account without prior notice.

**Large File Policy:**

Rocksoft is not for file hosting and distribution. Therefore all customers may not host any files larger than 250MB in size that are observed to be available for the sole purpose of download service. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail support@rocksoft.net.

**Obscene Speech or Materials:**

Using Rocksoft' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Rocksoft is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

**Defamatory or Abusive Language:**

Using Rocksoft' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

**Forging of Headers:**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

**Illegal or Unauthorized Access to Other Computers or Networks:**

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"). Also, any activity that may be used as a precursor to an attempted system

**penetration (i.e., port scan, stealth scan or other information-gathering activity).**

**Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:** Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

**Facilitation a Violation of this TOS:**

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this TOS, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks and piracy of software.

**Usenet Groups:**

Rocksoft reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the TOS.

**Other Illegal Activities:**

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

**Other Activities:**

Engaging in activities, whether lawful or unlawful, that Rocksoft determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Rocksoft will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Rocksoft' policy or applicable law. However, when Rocksoft becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by Rocksoft.

Rocksoft is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching Rocksoft' facilities from those subscribers may have originated from a customer of the subscriber or from another third party. Rocksoft does not require its

**subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Rocksoft reserves the right to directly take action against a customer of its subscribers. Also, Rocksoft may take action against the Rocksoft' subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Rocksoft anticipates that subscribers who offer Internet services will cooperate with Rocksoft in any corrective or preventive action that Rocksoft deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Rocksoft policy.**

**Rocksoft will not intentionally monitor private electronic mail messages sent or receive by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Rocksoft may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Rocksoft may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Rocksoft assumes not obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Rocksoft may disclose subscriber information or information transmitted over its network where necessary to protect Rocksoft and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Rocksoft will never sell information to other services or outside companies.**

**Rocksoft expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Rocksoft policy. Finally, Rocksoft wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Rocksoft for any violation of the Service Agreement, law or Rocksoft policy resulting in loss to Rocksoft or the bringing of any claim against Rocksoft by any third party. This means that, if Rocksoft is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against Rocksoft, plus costs and reasonable attorney's fees.**

**We hope this TOS is helpful in clarifying the obligations of Internet users, including Rocksoft and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this TOS should be sent to [net.abuse@rocksoft.net](mailto:net.abuse@rocksoft.net).**