

Acceptable Use Policy

The Acceptable Use Policy for the High Speed Rails service.

High Speed Rails incorporated has created this Acceptable Use Policy in order to provide a clear understanding of the rules, regulations and restrictions regarding the use of our services. Please abide by it strictly.

This document is not exhaustive and High Speed Rails incorporated reserves the right to modify it at any time, effective upon posting of the new version on <http://highspeedrails.com/About/Policies>. An unlisted activity that is illegal, irresponsible or disruptive may also be a violation of our AUP.

Customer Security Responsibilities

The client is solely responsible for any breaches that occur in servers, equipment, services or daemons under client's control. If a client's account is exploited and used for any violation of our AUP or used for destructive or disruptive purposes of any kind, it will be shut down immediately for investigation and cleaning. Any labor needed to fix such a breach and/or any damage done is currently charged at \$99 USD per hour to the offending client.

Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by High Speed Rails and may result in termination of the Agreement without refund if the investigation determines that the client has originated or transmitted these types of traffic or violations.

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.
- Distributing, transmitting, storing or making available in any way to any party intellectual property that requires some method of authorization to sell or distribute, which you do not have. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined up to \$250,000 and/or receive up to 5 years in jail.
- Our policy on child pornography is zero tolerance. High Speed Rails incorporated will cooperate fully with any criminal investigation into a client's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the High Speed Rails incorporated network, and will be liable for illegal material posted by their clients. Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT.
- Forging of email headers or TCP/IP packet headers.
- Distributing worms, trojans, or viruses, or committing or attempting to commit any denial of service attack against any computer, network, or individual.
- Violating export controls on any software or intellectual property.
- Installing or using any modern graphical game server, X Windows server or IRC server on our

servers.

- Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic, according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate, including articles used for marketing or promoting a site which resides on the High Speed Rails network (Inappropriate Postings).
- Sending Unsolicited Commercial Email (UCE) (Spam) from High Speed Rails's Network. Even one UCE, to more than five (5) recipients, is grounds for immediate cancellation without refund. We will further bill you cleanup costs for each spam email sent at the rate of \$99 per spam email. UCE/Spam includes commercial advertisements and informational messages sent to recipients via electronic mail as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message. Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in. In addition, you must provide at least one easy way to opt out; see the MAPS guidelines (<http://mailabuse.org/rbl/manage.html>) for details. Opt-out requests must be honored immediately.
- Engaging in either Inappropriate Postings (a) or Spam (b) from a provider other than High Speed Rails for the express purpose of marketing a site which resides on the High Speed Rails network, or promoting a site on High Speed Rails's network through Spam from a non-related network. These tactics are defined as Spamvertisement.
- Harassment of other individuals on the Internet using High Speed Rails' network.
- Mail bombing, i.e., sending large volumes of unsolicited E-Mail to individuals or to individual business accounts.
- Impersonating another user or otherwise falsifying one's user name in E-Mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous remailer services.)
- Privacy violations: Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.
- Use of IRC bots or clonebots on High Speed Rails, whether on IRC servers controlled by High Speed Rails or by other parties. An IRC bot is a program which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.
- Network unfriendly activity: Attempts to interfere with the regular workings of High Speed Rails's systems or network connections or which adversely affect the ability of other people or systems to use High Speed Rails services or the Internet, including, but not limited to:
 - any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other High Speed Rails system;
 - any use of this or any other High Speed Rails system as a staging ground to disable other systems.
- Any activity violating international law or the laws and statutes of the United States or the States of Washington or Delaware or any relevant jurisdiction.

Notices

All notices, demands or consents required or permitted under this Agreement shall be in writing or via signed email. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by facsimile or email if followed by written confirmation; (b) one (1) day (two (2) days for international addresses) after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified United States mail. If utilized, posted notice shall be sent to the

address for each party set forth below, or at such other address as shall be given by either party to the other in writing:

High Speed Rails incorporated
701 Fifth Avenue, Suite 4200
Seattle, Washington 98104

Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with High Speed Rails' prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by Client and a duly authorized representative of High Speed Rails. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Washington, excluding conflicts of law principles that would cause the law of another jurisdiction to be used to construe, interpret, or enforce this Agreement. Exclusive jurisdiction and venue for all disputes arising under this Agreement shall be in the state and federal courts residing in Seattle, Washington. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees.

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