

Acceptable Use Policy

These are the standards for ethical and lawful use of Summit's infrastructure and managed IT services.

Overview

This Acceptable Use Policy governs all use by any individual or entity (each "User") of products and/or services provided by Summit Hosting LLC and its subsidiary, ServerCentral LLC.

Illegal and Inappropriate Use

User shall not use, or permit use of, any products or services provided by Summit, or any other technology or other property or services of Summit to which User is provided access (collectively, "Summit Property") except as expressly permitted by Summit, and shall fully comply with all applicable laws, rules and regulations in User's use of Summit Property. Under no circumstances shall User use any Summit Property for any illegal, disruptive, damaging, offensive, intrusive or abusive purpose (as determined by Summit).

Without limiting the generality of the foregoing, User shall not use any Summit Property to upload, post, distribute, transmit, disseminate, or otherwise make available any data, information or materials (including without limitation software and email communications) that:

- Are fraudulent, false, misleading or deceptive
- Infringe or otherwise violate any copyright, patent, trademark, trade secret, right of privacy, or other proprietary right of any individual or entity
- Send unsolicited advertisements (spamware)
- Facilitate hacking or unauthorized access to any data, information, materials, network or other technology
- Would likely be offensive to the recipient thereof
- Compromise national security
- Are excessively violent or incite or threaten violence
- Threaten the health or safety of any person
- Violate applicable laws relating to export control, encryption and/or data protection

- Are defamatory, libelous, express hate, or are unlawfully threatening
- Are exploitative of a minor
- Facilitate behavior of a predatory nature or constitute stalking
- Promote illegal drugs, illegal gambling or illegal arms trafficking
- Contain or embody any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify any software, hardware, network or other technology
- Otherwise violate, or solicit, aid, and/or abet violation of, any applicable law, rule or regulation

Email and Texts

In using Summit Property, User must comply with all applicable requirements of the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act and the Telephone Consumer Protection Act. Under no circumstances may any Summit Property be utilized to transmit or distribute unsolicited bulk email ("UBE" or "spam"). Likewise, the sending of UBE from another service provider advertising a website, email address, services, or utilizing any resources hosted on any Summit network or server is prohibited.

User must maintain an abuse role account email address (i.e., abuse@domain.com). This address should be exempt from spam filtering and will be used as Summit's point of contact for communicating violations of this section.

Interference

User shall not disable, disrupt, or interfere in any way with any other Summit customer's use of or access to any Summit Property.

Overloading

User shall not attempt to overwhelm any Summit Property or otherwise take any action that imposes an unreasonable or disproportionately large load on any Summit Property. In the event an excessive amount of Summit resources is utilized by User, Summit may, in its sole discretion, place limits on User's utilization.

Denial of Service Attacks

User shall not take any action that may result in retaliation against any Summit or Summit Property, including any network thereof, including taking any action that results in any Summit server being targeted for a denial of service attack.

Unauthorized Access

User shall not attempt to gain unauthorized access to, or tamper with, the account, network, software or other data, information, materials or other property of any other Summit customer or Summit, or to otherwise circumvent any security measures implemented by Summit.

Impersonation

User shall not use any Summit Property to impersonate Summit or any other individual or entity (including by adding, deleting or altering header information of any messages transmitted over any Summit network) or otherwise misrepresent User or User's association or relationship with Summit or any other individual or entity or commit any form of forgery.

Monitoring

User shall not eavesdrop on or otherwise monitor data or traffic on any Summit Property (including any Summit network) by other Summit customers without the prior authorization of such customers.

Harvesting

User shall not use any Summit Property to harvest email addresses or otherwise gather, collect, distribute or use email addresses or other personally identifiable information (e.g., phone numbers, Social Security numbers, credit card numbers), without the prior authorization of the person identified.

Vulnerability Testing

User shall not, without Summit's prior written consent, attempt:

- To probe, scan, penetrate or test the vulnerability of any Summit Property (including any Summit network)
- To circumvent, deactivate, impair or breach any security or authentication measures implemented by or on behalf of Summit

Personal Health Information

User:

- Acknowledges that not all of Summit's products and services are designed to comply with the Health Insurance Portability and Privacy Act of 1996 ("HIPAA") security standards
- Shall not, without the prior written consent of Summit and execution of Summit's HIPAA Addendum to Master Products and Services Agreement, use any products or services to create, maintain, receive, transport or store any protected health information, as defined in 45 C.F.R. §164.501 ("PHI")
- Shall use only those products and/or services that have been designated by Summit as "HIPAA Compliant" to create, maintain, receive, transport or store any PHI

Reporting Obligations

User shall:

- Immediately notify Summit of any event, condition, circumstance or activity of which User becomes aware that indicates a potential, actual, or threatened violation of this Acceptable Use Policy
- Take all action reasonably requested by Summit to prevent or mitigate any such violation or security breach

Violations

In addition to any other remedies to which Summit may be entitled for breach by User of this Acceptable Use Policy, in the event of a violation, Summit may (but is not obligated to), with or without notice to User:

- Permanently or temporarily suspend User's access to and right to use any Summit Property and/or, if applicable, remove or block access to any information, data or materials in violation of this Acceptable Use Policy
- Cooperate with law enforcement and other governmental authorities or other third parties in the investigation and prosecution of any actual or potential violation

In no event shall Summit be liable to User for liability of any kind suffered by User or any other person arising in whole or in part from Summit's exercise of its rights under this Acceptable Use Policy.

Modifications

Summit reserves the right to modify this Acceptable Use Policy from time to time, in its sole discretion, and the modified Acceptable Use Policy shall be effective upon posting on this website. Any use of Summit Property following such posting shall constitute acceptance of the modified Acceptable Use Policy.

Intellectual Property or Copyright Infringement

This procedure is exclusively for notifying Summit that User's intellectual property rights have been infringed. If User believes any of User's property has been posted, distributed, transmitted or stored using any Summit Property in violation of User's copyrights or other intellectual property rights, please submit the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest
- A description of the intellectual property right that User claims has been infringed
- A description of the location of the material that User claims is infringing
- User's address, telephone number, and email address
- A statement by User that User has a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law
- A statement by User, made under penalty of perjury, that the information in User's notice is accurate and that User is the intellectual property owner or authorized to act on the intellectual property owner's behalf

Summit's agent for notice of claims of copyright or other intellectual property infringement can be reached at:

Intellectual Property Agent

c/o Summit

2146 Roswell Road #402 Suite 108

Marietta, GA 30062