

Acceptable Use Policy

As a condition to Seimitsu providing you with access to the Seimitsu Service you are required to comply with the requirements of this Acceptable Use Policy (the "Policy"). By accepting the Agreement, establishing an account with Seimitsu, or by using the Service, you signify your agreement to the terms, conditions and notices of this Policy. "You" when used in this statement shall mean the Seimitsu customer of record and end users of the Access Device(s). For purposes of this Policy, any actions that Seimitsu may take with regard to your account and use of the Service may also be performed by Seimitsu's third party service providers.

If you violate any of the provisions of this Policy Seimitsu may take action to restrict or terminate your access to the Service, including access to Seimitsu Internet websites associated with the Service. Seimitsu reserve the right, at their discretion, to update or revise this Policy, any other policy or statement on any Seimitsu website, and any product offerings or programs described on any Seimitsu website. Please check back periodically to review any changes to this Policy.

Use of the Service for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of the Seimitsu Network or the Service or any other party's use or enjoyment of the Seimitsu Network or the Service, is strictly prohibited.

Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks associated with the Service, or to probe, scan or test the vulnerability of a system or network associated with the Service or those of any other party.
- Interfere with Service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system.
- Use the Service to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider.
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity.

Additionally, you may not, by use of the Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in Seimitsu's discretion:

- Is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, pornographic or inaccurate.
- Is posted in violation of a newsgroup charter.
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason.
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Has a negative effect on Seimitsu or its network (including, without limitation, overloading servers on the Seimitsu Network; causing portions of the Seimitsu Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of Seimitsu, impose an unreasonable administrative burden on the company).
- Constitutes unsolicited duplicative e-mail (commercial or otherwise). This prohibition extends to the sending of unsolicited and/or mass e-mailings from any Seimitsu account, or via another service which in any way implicates the use of this site or the Service, Seimitsu equipment or any Seimitsu e-mail address; (ii) that is relayed from any Seimitsu or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the Seimitsu Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing that may be deemed to be counterfeit. A communication may be unsolicited if: (1) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from sender, or (3) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.