

# SysCorp Worldwide LLC

## Site Terms, Conditions and Privacy Statements

As a Value Added Reseller, provider of IT products, Business and Internet services. SysCorp (also known as SysCorp Worldwide LLC, SysCorp eXchange, (dba as: CompuMax, SysCorp Creative Services Group, SysCorp Corporate Domain Management or SysCorp CDM) offers its customers (also known as subscribers or clients or client groups or customer groups), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and noncommercial information. SysCorp respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, SysCorp reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, SysCorp has developed an Acceptable Use Policy (“AUP”), 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 utilizing SysCorp Worldwide services.

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 the Internet, 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 SysCorp cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may 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 is sexually explicit or otherwise offensive. Because SysCorp cannot monitor or censor the Internet, and will not attempt to do so, SysCorp cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that SysCorp 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 they create is carried over SysCorp Worldwide network and may reach a large number of people, including both subscribers and non-subscribers of SysCorp Worldwide, subscribers’ postings to the Internet may affect other subscribers and may harm SysCorp Worldwide goodwill, business reputation, and operations. For these reasons, subscribers violate SysCorp 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 messages over the Internet (known as “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward SysCorp Worldwide, but also because it can overload SysCorp Worldwide network and disrupt service to SysCorp subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, SysCorp has the discretion to determine from all of the evidence whether the e-mail recipients were from an “opt-in” e-mail list.

**Intellectual Property Violations** — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. SysCorp is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also SysCorp Worldwide policy to terminate the privileges of customers who commit repeat violations of copyright laws.

**Obscene Speech or Materials** — Using SysCorp Worldwide network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. SysCorp is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through SysCorp Worldwide network.

**Defamatory or Abusive Language** — Using SysCorp Worldwide network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

### **Other Activities**

Engaging in activities, whether lawful or unlawful, that SysCorp determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations. As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. SysCorp will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with SysCorp policy or applicable law. When SysCorp becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

SysCorp also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching SysCorp Worldwide facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. SysCorp does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. SysCorp has the right to directly take action against a customer of a subscriber. Also, SysCorp may take action against the SysCorp subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, SysCorp anticipates that subscribers who offer Internet services will cooperate with SysCorp in any corrective or preventive action that SysCorp deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of SysCorp policy.

SysCorp will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. SysCorp may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, SysCorp 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. SysCorp assumes no 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, SysCorp may disclose subscriber information or information transmitted over its network where necessary to protect SysCorp and others from harm, or where such disclosure is necessary to the proper operation of the system.

SysCorp expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate SysCorp policy. Finally, SysCorp wishes to emphasize that in signing the service agreement, subscribers indemnify SysCorp for any violation of the service agreement, law, or SysCorp policy, that results in loss to SysCorp or the bringing of any claim against SysCorp by any third-party. This means that if SysCorp is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against SysCorp Worldwide, plus costs and reasonable attorneys' fees.

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

### **Child Online Protection Act**

In compliance with the Child Online Protection Act, the following is a vendor who provides software that limits access to materials that are harmful to minors:

[\[CyberPatrol\]](#) [\[NetNanny\]](#) [\[FOSI\]](#)

The above child protection links offer you a host of flexible features that can help you manage the level of filtering that's appropriate for your family. CyberPatrol lets you:

**Customize filtering**, to your needs with the **CyberLIST**, a researched list of web sites that let's you choose which Internet sites are appropriate for your family

**Have different filtering levels** for different members of your family. Up to nine members of your family can have their own separate selections and passwords. **Restrict access to certain times** of day or limit total time spent online with the Time Settings feature.

**Block those descriptive search engine results** with our optional keyword enhancement.

#### **DIGITAL MILLENNIUM COPYRIGHT ACT**

Notice and Procedure for making claims of copyright infringement pursuant to title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the SysCorp system or Web site should be sent only to our designated agent. Note: The following information is provided solely for notifying SysCorp that your copyrighted material may have been infringed. We caution that under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to heavy civil penalties. These include monetary damages, court costs and attorney's fees incurred by us as a result of our relying upon your misrepresentation. You may also be subject to criminal prosecution for perjury. Do not send any inquires unrelated to the copyright infringement (e.g. requests for technical assistance or customer service, reports of e-mail abuse, etc., to the contact listed below. You will not receive a response if sent to that contact.

Written notification must be submitted to the following Designated Agent:

Copyright Manager, [admin@syscorp.net](mailto:admin@syscorp.net)

## Copyright

Under Title 17, United States Code, section 512(c)(3)(A), the notification of claimed infringement must include the following:

Physical or electronic signature of a person authorized to act on behalf of the copyright owner. Identification of the copyrighted work claimed to have been infringed or a representative list if multiple works are involved. Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page). Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address). Statement that the complaining party has “a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.” Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act.

## E-mail Communications Terms and Condition.

Confidentiality note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named in the e-mail. If the reader of the e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

The contents of this e-mail message and any attachments (this “E-mail”) are for information purposes only and should not be regarded as an official confirmation of any transaction, an official statement, or as any other official statement of SysCorp Worldwide LLC. **Use of Forward-Looking Statements**

This news release may contain “forward-looking statements” as defined in the U.S. Private Securities Litigation Reform Act of 1995. Readers are cautioned not to place undue reliance on these forward-looking statements and any such forward-looking statements are qualified in their entirety by reference to the following cautionary statements. All forward-looking statements speak only as of the date of this news release and are based on current expectations and involve a number of assumptions, risks and uncertainties that could cause the actual results to differ materially from such forward-looking statements. SysCorp Worldwide LLC disclaims any obligation to update or revise any forward-looking statements.