

At Pacbyte, our goal is to improve the quality of your network or video streaming capabilities. To do this, we need to keep our products and services running smoothly, quickly, safely and without disruption. For this to happen, we need help from you, our users. We need you not to misuse or abuse our products and services.

To describe exactly what we mean by “misuse” or “abuse” – and help us identify such transgressions and react accordingly – we’ve created this Acceptable Use Policy. Under this policy, we reserve the right to restrict access to our software and services if it is being used in a manner that is inconsistent with the spirit of these guidelines, even if it’s something that is not forbidden by the letter of this policy. In other words, if you do something that isn’t listed here verbatim, but it looks or smells like something listed here, we may still restrict you from using our software. For serious or deliberate violations of this policy, we may even sue you or, where appropriate, report your conduct to law enforcement.

When we use the word “**services**” in this policy, we are referring to all websites owned or operated by Pacbyte, and any related websites, sub-domains and pages (including <https://www.pacbyte.com/> or <https://www.netpump.com/>), as well as any cloud services operated by Pacbyte, including the public demonstration of our software which may be accessed by visiting <https://www.netpump.com/data/>.

By using our services, you agree to comply with this policy. If you do not wish to comply with this policy, do not use our services.

Here’s what we won’t allow:

Disruption

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services. This prohibition does not apply to security assessments expressly permitted by Pacbyte
- Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data
- Deciphering any transmissions to or from the servers running the services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
- Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
- Going far beyond the use parameters for any given service as described in its corresponding documentation
- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the services were designed

Wrongful activities

- Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Pacbyte or any third party)
- Using the services to violate the privacy of others, including publishing, or posting other people’s private and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others
- Using our services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)

- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)
- Using meta tags or any other “hidden text” including Pacbyte’s or our suppliers’ product names or trademarks
- Using our services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response

Inappropriate communications

- Using our services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by Pacbyte
- Disparaging Pacbyte or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorisation

Inappropriate content

- Posting, uploading, sharing, submitting, or otherwise providing content that.
- Infringes Pacbyte’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- You don’t have the right to submit
- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to the relevant Police Department), indecent, harassing, hateful
- Encourages illegal or tortious conduct or that is otherwise inappropriate
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Is intended to be inflammatory
- Could otherwise cause damage to Pacbyte or any third party

In this Acceptable Use Policy, the term “**content**” means:

1. any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services; and
2. any other materials, content, or data you provide to Pacbyte or use with the Services.

Without affecting any other remedies available to us, Pacbyte may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if Pacbyte (in its sole discretion) determines that a user has violated this Acceptable Use Policy.