

FMGateway Acceptable Use Policy

FMGateway strictly enforces compliance with its acceptable use policy. You agree to maintain your website in full compliance with the terms set forth below and their spirit. Failure to so comply is cause for immediate suspension and/or termination of your account at the sole option of FMGateway.

- You agree that you will not violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- You agree not to take any action which threatens, encourages or causes any harm to minors of any kind or to perform any activity which is likely to cause such harm or which assists any other person or group in doing so.
- You agree not to take any action, which encourages or consists of any threat of harm of any kind to any person or property or assists any other person or group in doing so.
- You agree not use your account to or otherwise knowingly or otherwise permit the violation any provision of the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM ACT) including the following:
 1. a. False or Misleading Header Information
 2. b. Deceptive Subject Lines
 3. c. Failure to provide an opt-out method
 4. d. Failure to Identify the message as an advertisement
 5. e. Failure to include a physical Postal Address
- You agree not to make any inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum. FMGateway shall make the sole determination of what is "Inappropriate".
- You agree not to make or attempt any unauthorized access to any FMGateway website or the website of any FMGateway customer.
- You agree not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- You agree not to collect or attempt to collect personally identifiable information of any person or entity without their express consent. You shall maintain records of any such consent throughout the term of any agreement that you have with FMGateway and for three years thereafter.
- You agree not to undertake any action which is harmful or potentially harmful to the FMGateway server structure.
- You agree that the FMGateway servers including the space occupied by your account is and remains the property of FMGateway. Your limited license to use the service is not subject to lease, sublease or any other sharing or transfer without the specific, express consent of FMGateway. You may not make your account (including but not limited to web space, email accounts, bandwidth, storage space, or reseller rights) available to any third party in any way, including email or telephone or otherwise (a) any other customer of FMGateway (b) any other person or (c) any employee or contractor of FMGateway.

You agree that FMGateway will make the sole determination whether this policy has been violated. This policy may be amended by FMGateway at any time without notice to you by posting the new policy in this location. Such new policy shall become effective immediately upon such posting for all accounts. It shall be your obligation to check this page regularly for updates to this policy.