

## 1. INTRODUCTION

Accesshosting.com's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Access Hosting Service by preventing unacceptable use. All users of Accesshosting.com's Access Hosting Services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP (and by using the Services do agree to be legally bound by this AUP). We support the free flow of business information over Internet, but reserve the right to actively monitor the Services under all circumstances. However, in accordance with our Terms of Service, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Accesshosting.com may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Accesshosting.com account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Terms of Service and other policies.

## 2. VIOLATIONS OF ACCESSHOSTING.COM'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- b. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- c. Pornography and explicit content. We expressly forbid the using the Services for any purpose related to pornography or explicit content or any content that is obscene or immoral.
- d. Gambling. Using the Services for any gambling or gambling related website or activity.
- e. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- f. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- g. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

- h. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- i. Unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- j. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Accesshosting.com's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- k. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes 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. Accesshosting.com is registered under the Digital Millennium Copyright Act of 1998.
- l. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- m. Reselling the services. Reselling the Services without Accesshosting.com's authorization.
- n. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use Accesshosting.com Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

- o. News. Accesshosting.com Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such.

The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

- p. Other Networks and Internet Etiquette. Using the Service in violation of the acceptable use policies of Accesshosting.com's network or service providers or in a manner that, in Accesshosting.com's reasonable opinion, is inconsistent with the generally accepted rules of Internet etiquette and conduct.
- q. Long Connections and Multiple Logins. Using a single account for high volume or multiple commercial enterprises use is prohibited. The Services are intended for periodic, active use of the document collaboration and sharing, file transfers, discussion forums, blogging, and managing an business's electronic information. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging and keep alives are expressly prohibited. Accordingly, Accesshosting.com maintains the right to terminate any member's connection following any extended period of inactivity as determined by Accesshosting.com.
- r. Exceeding Site Size and Traffic Limitations: All Accesshosting.com Members receive a defined storage allocation for use with their Accesshosting.com service. Each member's storage is determined by the plan they have purchased. Each Members site is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files sent and received). If a site exceeds its maximum monthly allotment of traffic (100 \* the site storage allocation), the Members plan will automatically be upgraded for that month only to the next incremental storage plan and the Member billed accordingly. A site that exceeds the Accesshosting.com Member's maximum allotment in traffic may be taken offline until Accesshosting.com can identify if the Members site has been "Slashdotted" or a similar Internet Phenomenon. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via Access Designer 2007. We reserve the right to apply this policy on a selective basis and under most circumstances will not apply this policy. The policy is in place to ensure that Members realize that the Services do not support the amount of traffic generated by the "Slashdotting" effect, and moreover that this would represent a violation of the AUP.

- s. Reposting. Members shall not repost information related to the Services, communications from the Accesshosting.com support, received in e-mail or on any of the support resources provided to them as part of the Services on any third party message boards or elsewhere on the Internet.
- t. Viruses. Members shall not upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer codes, files, programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- u. Supporting Terrorism. Members shall not use the Services in any way that provides material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

INDIRECT OR ATTEMPTED VIOLATIONS OF THESE POLICIES, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S USER, WILL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR USER.

### 3. REPORTING VIOLATIONS OF ACCESSHOSTING.COM'S AUP

Accesshosting.com requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at [abuse@Accesshosting.com](mailto:abuse@Accesshosting.com).

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Accesshosting.com may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's services  suspend the Member's account
- terminate the Member's account

- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations
- take any other action or enforce any other right or remedy available under the Terms of Service

#### **4. REVISIONS TO THIS ACCEPTABLE USE POLICY**

Accesshosting.com reserves the right to revise, amend, or modify this AUP, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service.