



ACCEPTABLE USE POLICY (AUP)

This **Acceptable Use Policy** (hereinafter referred to as "AUP"), has been developed to help our Customers understand their responsibilities and acceptable conditions under which our Customers will use STRATEGICWEBS' Web Hosting Services. It explains our policies regarding activities that may be harmful to our USERS or compromise the efficiency of our systems.

We may take preventative or corrective action, at our discretion, in response to any of the activities described in this "AUP", along with any activities that contradict the spirit of this "AUP" or the nature of the Internet as an open, efficient method of communicating and conducting business.

To meet the changing needs of our USERS, our business, the Internet environment and the legal landscape, this "AUP" may be revised by STRATEGICWEBS at any time without notice to USERS by posting the new "AUP" on the STRATEGICWEBS website(s). This "AUP", is effective upon commencement of any Services provided to our USERS by STRATEGICWEBS or upon updates to the "AUP" being posted on STRATEGICWEBS' website(s). It shall be USER's obligation to check the STRATEGICWEBS website(s) regularly for updates to this policy.

STRATEGICWEBS strictly enforces compliance of its "AUP". Our USERS agree to maintain their website(s) and eMail usage in full compliance with the terms set forth below and their spirit. As to STRATEGICWEBS' Resellers, Resellers further agree to implement and enforce standards that are at least as strict as the provisions set forth herein with any customer account that Reseller maintains. Failure to so comply is cause for immediate suspension and/or termination of Customer's / Reseller's account at the sole option of STRATEGICWEBS.

If you feel you have discovered a violation of any area of our "AUP", please report it to:

StrategicWebs
Legal Department
2740 Lexie Lane
Waxahachie, Texas 75167
Fax: (972) 435-2179
E-mail: abuse@StrategicWebs.net

SECTION 1

GENERAL INFORMATION

As used herein, the term "USER" or "USERS" shall include any and all users, Customers, subscribers, resellers, affiliates (including without limitations Customers or non-Customers to whom STRATEGICWEBS provides links or banners to promote the services or products of STRATEGICWEBS or any third party the services or products of which are offered by or obtained through or in connection with STRATEGICWEBS), resellers or others (i) who sign up for, use or obtain services or products from STRATEGICWEBS or from any third party services or products of which are offered by or obtained through or in connection with STRATEGICWEBS, or (ii) who visit the website(s) of STRATEGICWEBS or of any such third party.

As a provider of Internet/World Wide Web access, website hosting, and other Internet-related services, STRATEGICWEBS, offers USERS, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. STRATEGICWEBS



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respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue; STRATEGICWEBS reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, STRATEGICWEBS has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each USER's respective WEB HOSTING "TERMS of SERVICE" AGREEMENT and is intended as a guide to the USER's rights and obligations when utilizing STRATEGICWEBS' Services.

This "AUP" will be revised from time to time. A USER's use of STRATEGICWEBS' Services after changes to the "AUP" are posted on STRATEGICWEBS' website(s) will constitute the USER's acceptance of any new or additional terms of the "AUP" that result from those changes.

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 USERS or others obtain information through the Internet, they must keep in mind that STRATEGICWEBS cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the USER 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 STRATEGICWEBS cannot monitor or censor the Internet, and will not attempt to do so, STRATEGICWEBS cannot and does not accept any responsibility for injury to its USERS or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When USERS or others disseminate information through the Internet, they also must keep in mind that STRATEGICWEBS does not review, edit, censor, or take responsibility for any information its USERS, customers, subscribers or others may create. When USERS or others 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 STRATEGICWEBS' network and may reach a large number of people, including both USERS and subscribers and non-subscribers of STRATEGICWEBS, USERS' postings to the Internet may affect others and may harm STRATEGICWEBS' goodwill, business reputation, and operations. For these reasons, USERS violate STRATEGICWEBS policy and their WEB HOSTING "TERMS of SERVICE" AGREEMENT when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein.

SECTION 2

SCOPE

This "AUP" governs the usage of products and services of STRATEGICWEBS or of any third party which are subscribed to or obtained through STRATEGICWEBS (the "Services"). This "AUP" is incorporated by reference into each WEB HOSTING "TERMS of SERVICE" AGREEMENT STRATEGICWEBS or any such third party enters into with a USER for the use of such Services. STRATEGICWEBS may modify this "AUP" at any time without notice. In addition, this "AUP" is incorporated by reference into the WEB HOSTING "TERMS of SERVICE" AGREEMENT applicable to the website(s) of STRATEGICWEBS so that no person who utilizes the website or services of STRATEGICWEBS (regardless of whether that person is a USER) may take any action utilizing the website(s) of STRATEGICWEBS that a USER would be prohibited to take utilizing the Services.



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SECTION 3

PURPOSE

3.1 The purpose of this "AUP" is to enhance the quality of the Services and to protect USERS, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This "AUP" applies to each USER. Each USER should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

SECTION 4

PROHIBITED USES

USERS may Not:

4.1 Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as "spam" or "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward STRATEGICWEBS, but also because it can overload STRATEGICWEBS' network and disrupt service to its USERS. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound e-mail traffic is subject to review and possible action. When a complaint is received, STRATEGICWEBS has the absolute and sole discretion to determine from all of the evidence whether the e-mail recipients were from an "opt-in" e-mail list, or whether the outbound e-mail traffic generated from an account is suitable.

4.2 Utilize the Services in connection with any illegal activity or activity otherwise prohibited by this "AUP". Without limiting the general application of this rule, Users may not:

4.2.1 Utilize the Services for or in connection with any activities or content determined by STRATEGICWEBS, in its sole discretion, to be related to gambling, adult, obscene or pornographic materials or content, harassment, defamation, libel and hate speech or other offensive speech or content, or for any unlawful purpose, including without limitation, fraud, money laundering, child pornography, terrorist-related activities, activities in violation of U.S. export or import laws, any executive orders, or any rules, regulations or orders issued by Office of Foreign Asset Controls ("OFAC"), infringement on rights of others, trafficking in illegal drugs, or any products or services that are prohibited under applicable law, or which STRATEGICWEBS determines to be controversial or disruptive to the operations of STRATEGICWEBS or any other USER or third party;

4.2.2 Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

4.2.3 Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

4.2.4 Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws;

4.2.5 Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message;

4.2.6 Utilize the Services in any manner that violates the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local



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government.

4.3 Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, USER and USERS may not:

4.3.1 Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

4.3.2 Utilize the Services in connection with any other disruptive, controversial or abusive activity, as determined by STRATEGICWEBS in its sole discretion. Without limiting the general application of this rule, USERS may not:

4.3.2.1 Utilize the Services to cause denial of service attacks against STRATEGICWEBS or other network hosts or Internet users or to otherwise degrade or impair the operation of STRATEGICWEBS' servers and facilities or the servers and facilities of other network hosts or Internet users; or

4.3.2.2 Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or

4.3.2.3 Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the USER's own account; or

4.3.2.4 Utilize the Services to resell access to CGI scripts installed on STRATEGICWEBS' servers; or

4.3.2.5 Utilize the Services to subvert, or assist others in subverting, the security or integrity of any STRATEGICWEBS' systems, facilities or equipment; or

4.3.2.6 Utilize the Services to gain unauthorized access to the computer networks of STRATEGICWEBS or any other person; or

4.3.2.7 Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or

4.3.2.8 Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or

4.3.2.9 Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or

4.3.2.10 Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the USER is an authorized system administrator); or

4.3.2.11 Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or

4.3.2.12 Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating



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unsolicited commercial e-mail or Spam; or

4.3.2.13 Utilize the Services in any manner that might subject STRATEGICWEBS to unfavorable regulatory, law enforcement or other legal action, subject STRATEGICWEBS to any liability for any reason, or adversely affect STRATEGICWEBS' public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by STRATEGICWEBS in its sole discretion; or

4.3.2.14 While on a shared hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with website/e-mail hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'BitTorrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by STRATEGICWEBS in its sole discretion; or

4.3.2.15 Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of STRATEGICWEBS, including, but not limited to, telephone lines, e-mail addresses, fax lines, bulletin boards or contact/signup forms; or

4.3.2.16 Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

SECTION 5

VIOLATIONS

5.1 Determination. USER agrees that STRATEGICWEBS will make the absolute and sole determination whether this policy has been violated.

5.2 Disclaimer. STRATEGICWEBS expressly disclaims any obligation to and does not monitor its USERS and other Users with respect to violations of this "AUP". STRATEGICWEBS has no liability or responsibility for the actions of any of its USERS or other Users or any content any USER may post on any website.

5.3 Reporting Non-Copyright Violations. STRATEGICWEBS encourages USERS to report violations of this policy by e-mail to: abuse@StrategicWebs.net, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, Spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

5.4 Reporting Copyright Violations. STRATEGICWEBS complies with the Digital Millennium Copyright Act ("DMCA"). STRATEGICWEBS encourages USERS to report an alleged copyright infringement involving a USER by sending a notice that complies with the DMCA which information is located under the DMCA Policy of this website.

5.5 Remedies. If STRATEGICWEBS learns of a violation of this "AUP", STRATEGICWEBS will respond to the applicable USER and may, in STRATEGICWEBS' sole discretion, take any or all of the following actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:

5.5.1 Warning the User: and/or

5.5.2 Suspending the offending User from the Services; and/or Terminating or



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canceling, or disconnecting the offending User from, the Services; and/or

5.5.3 Imposing fees or charges on the offending User account in accordance with the applicable service contract; and/or

5.5.4 Removing the offending content; and/or

5.5.5 Taking other action in accordance with this "AUP", the applicable service contract or applicable law.

SECTION 6

RESERVATION OF RIGHTS

6.1 STRATEGICWEBS reserves the right to cooperate with and provide any and all User information and data to appropriate legal authorities in investigations or reporting of claims of illegal activity involving STRATEGICWEBS' Services. STRATEGICWEBS reserves all other rights to respond to violations of this "AUP" to the extent of applicable law and in accordance with any applicable contractual obligations. STRATEGICWEBS may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this "AUP" and each User agrees that STRATEGICWEBS is authorized to monitor its communications through STRATEGICWEBS' network for such purposes.

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