

MANAGED HOSTING

ACCEPTABLE USE POLICY

Providing High Availability Systems and Solutions by
Maintaining Highest Levels of Uptime using All-Inclusive
Managed IT Services



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CCNet Managed Services's Acceptable Use Policy ("AUP") is provided to offer our clients and users a clear understanding of what CCNet Managed Services expects of them while using the service. All users of CCNet Managed Services's services: those who access some of our services but do not have accounts, as well as those who pay a service fee to subscribe to the services, must comply with this policy.

CCNet Managed Services stresses the following points, in addition to your General Terms and Conditions found on your individual contracts.

Use of CCNet Managed Services's services constitute acceptance and agreement to CCNet Managed Services's AUP (Acceptable Use Policy), CCNet Managed Services's EUP (End User Policy), CCNet Managed Services's DRP (Domain Registration Policy), CCNet Managed Services's BP (Billing Policy) as well as CCNet Managed Services's TOS (Terms of Service).

CCNet Managed Services supports the uncensored flow of information and ideas over the Internet medium and does not actively monitor subscriber activity under normal circumstances. Moreover, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroup, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove, or block access to any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP.

CCNet Managed Services may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of your CCNet Managed Services account or contract WITHOUT PRIOR NOTICE.

CCNet Managed Services stresses the following points, in addition to your General Terms and Conditions found on your individual contracts:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

Unacceptable activities

Spamming (sending unsolicited e-mail to those with which the customer has no existing relationship).
We have a ZERO TOLERANCE spam policy.

Hosting of spam resources

These include and are not limited to; literature promoting spamming, tools or resources for spamming, linking to spamming resources.

- Posting off-topic advertising in newsgroups/Usenet
- Spoofing (using a return e-mail address which is not the valid reply address of the sender or sending an e-mail message which does not contain enough information to enable the recipient to identify the party who is really sending the message)
- Passive spamming CCNet Managed Services by spamming from some other source
- Trolling (posting controversial messages in newsgroups to generate responses)
- Mail bombing (inundating a user with e-mail without any serious intent to correspond)
- Subscribing someone else to an electronic mailing list without that person's permission.

- Distribution of mass e-mailing programs is also prohibited. All recipients on a mailing list must have personally subscribed through a 'confirmed opt-in process*'.
• Mailing lists may not be used to distribute unsolicited e-mail.
• Any customer repeatedly "mail bombed" or that attracts such behavior will be asked to leave.
• A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an e-mail address available to the public does not constitute a request to receive messages.

Unsolicited E-mail / SPAM

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited e-mail or spam. A user shall not store or serve content as a component of any unsolicited e-mail or spam. This includes the hosting of landing-pages for any unsolicited e-mail or spam.

Complaints including, but not limited to, complaints sent directly to CCNet Managed Services or an upstream provider, listings on SpamCop, SPEWS, SBL, OpenRBL or any of the 'spam-watch' sites shall serve as sufficient grounds for an immediate investigation of client activity.

It is contrary to CCNet Managed Services policy for customers to use our servers or network to effect or participate in any of the following activities:

To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

To send unsolicited e-mail;

To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a CCNet Managed Services provided server, or using a CCNet Managed Services provided server or bandwidth as a mail-drop or for serving content for messages or for responses;

To falsify user information provided to CCNet Managed Services or to other users of the service in connection with use of a CCNet Managed Services service.

To send e-mail with through our e-mail servers where the e-mail address does not explicitly reside on the CCNet Managed Services mail servers.

HSphere [Control Panel Software] or any other Administrative tool used as customers and mailing lists:

Mailing lists may only be hosted within your HSphere [Control Panel Software] account and you are required to use the 'confirmed opt-in' method available within the configuration settings for the list.

Maintaining a list external to HSphere [Control Panel Software], be it within your web hosting space, or on your own PC, or any other server, and then using the CCNet Managed Services mail servers to relay that mail is viewed as a serious breach.

When CCNet Managed Services becomes aware of an alleged violation of its Acceptable Use Policy, CCNet Managed Services will initiate an investigation (within 24-48 hours). During the investigation CCNet Managed Services may restrict Customer's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy or AUP, CCNet Managed Services may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, CCNet Managed Services reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offense, CCNet Managed Services will notify the appropriate law enforcement department of such violation.

CCNet Managed Services does not issue service credits for any outages incurred through service disablement resulting from Policy violations, or outages incurred during investigations of possible violations.

The Customer shall be held liable for any and all costs incurred by CCNet Managed Services as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of \$150 per complaint and the customer's account will be reviewed for possible immediate termination.

A second violation will result in Cleanup Fee of \$300 per complaint and immediate termination of the customer's account.

A 'Complaint' can be defined as follows:

An e-mail complaint sent directly to CCNet Managed Services.

An e-mail complaint sent directly to an upstream provider or carrier

A 'SpamCop' listing

A SPEWS listing

An SBL listing

An OpenRBL listing

A listing on any e-mail 'block list' which may result in the interruption of service to the CCNet Managed Services network

The Customer who violates this policy agrees to also pay Investigation Fees of no more than \$155 per hour that CCNet Managed Services personnel must spend to investigate any violations in addition to the above-mentioned Cleanup Fees.

Decisions regarding the termination or suspension of an account are final. CCNet Managed Services will not enter into any negotiation regarding suspension or termination of an account or contract for breach of our AUP or Terms of Service. Upon termination of an account or contract the outstanding balance of that contract or account will immediately become due.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at support.ioc@ccnetservices.com.

Violations of Acceptable Use Policy

The following constitute violations of this AUP:

Illegal use:

CCNet Managed Services's services may not be used for illegal purposes, or in support of illegal activities. CCNet Managed Services reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

Spamming or sending unsolicited E-mail

See "Unsolicited E-mail / SPAM" above.

Harm to minors

Use of the CCNet Managed Services's services to harm, or attempt to harm, minors in any way including, but not limited to child pornography. Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

Threats

Use of the CCNet Managed Services's services for transmitting any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

Harassment

Use of the CCNet Managed Services's services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

Fraudulent activity

Use of CCNet Managed Services service 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."

Hacking/Cracking

CCNet Managed Services reserves the right to report illegal activities to any and all regulatory, Control Panel, and/or governmental authorities for prosecution. The following examples of unacceptable behavior are non-exclusive, and are provided for guidance purposes. If you are unsure if your actions will be a violation of our policies please contact support.ioc@ccnetservices.com.

Server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network. Attempt to circumvent any user authentication or security of host, network, or account. Accessing data not intended for user. Probing the security of any network. Spawning dozens of processes. Port scans, ping floods, packet spoofing, webbots, forging router information, Denial of Service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land, teardrop. Promulgation of viruses. IRC bots such as eggdrop or BitchX. Any activity, whether or not the intrusion results in the corruption or loss of data, will be investigated and proper action taken. The presence of any of these programs, whether or not run, will result in action against the user including suspension or termination.

IP numbers

CCNet Managed Services maintains control and ownership of any and all IP numbers and addresses that may be assigned to the client and reserves in its right to change or remove any and all IP numbers and addresses.

IP Address Overlap: CCNet Managed Services administers the allocated resources on which customer accounts reside. These IP addresses are supplied by the Webhosting.net servers. The customer may not use IP addresses not assigned to them by CCNet Managed Services staff.

Unauthorized access

Use of the CCNet Managed Services service to access, or to attempt to access the accounts of others, or to penetrate, or attempt to penetrate security measures of CCNet Managed Services'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, is expressly prohibited and the offending account is subject to immediate termination. The outstanding balance of any contracts / account will immediately become due.

Copyright or trademark infringement

Use of the CCNet Managed Services service to transmit any material (by e-mail, 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.

Collection of personal data

Use of the CCNet Managed Services services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Abuse of the law

CCNet Managed Services's services may be used for lawful purposes only. Illegality includes but is not limited to: drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEG's, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.

Copyright Infringement - Software Piracy Policy

The CCNet Managed Services network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined up to \$250,000 and/or receive up to 5 years in jail.

Network disruptions and unfriendly activity

Use of the CCNet Managed Services service for any activity which affects the ability of other people or systems to use CCNet Managed Services 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, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber 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. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. CCNet Managed Services will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

Fraud

Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right

Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

Distribution of Viruses

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account / contract.

Inappropriate Use of Software

Use of software or any device that would facilitate a continued connection, i.e. pinging, while using CCNet Managed Services's services could result in a suspension service.

Third Party Accountability

CCNet Managed Services subscribers will be held responsible and accountable for any activity by third parties, using their systems / services that violate guidelines created within the Acceptable Use Policy.

Security

You are responsible for any misuse of services provided to you, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain unauthorized access to your services. In addition, you may not use services provided to you in order to breach security of another system/network.

Attempting to obtain access to another user's system is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your services/network.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. Network security scans may only be executed with the written permission of CCNet Managed Services

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. CCNet Managed Services will cooperate fully with investigations of violations of systems or network security at other sites including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Acceptable Use Policy Amendments and Changes

CCNet Managed Services reserves the right to revise, amend, or modify this AUP, our TOS (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 our TOS (Terms of Service).

Limitation of Liability

CCNet Managed Services shall not be responsible for any claimed damages including incidental and consequential damages, which may arise from CCNet Managed Services's servers or network going off-line or being unavailable for any reason whatsoever. Further, CCNet Managed Services shall not be responsible for any claimed damages including incidental or consequential damages due to the failure of client systems. All damages shall be limited to the immediate termination of service. CCNet Managed Services shall be the sole arbiter of what is and is not a violation of these acceptable use policies. CCNet Managed Services reserves the right to terminate an account at any time and for any reason that causes harm to CCNet Managed Services or its customers. CCNet Managed Services reserves the right to withhold any pre-paid funds for any systems or services removed for violations of these policies. CCNet Managed Services reserves the right to refuse, cancel, or suspend service at our sole discretion. CCNet Managed Services reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent. Violations of these Acceptable Uses Policies should be referred to support.ioc@ccnetservices.com.

* Confirmed opt-in: This is usually accomplished by means of an email message sent to the subscriber to which s/he must reply, or containing a URL which s/he must visit, in order to complete the subscription. However it is implemented, a fundamental requirement of all lists hosted on the CCNet Managed Services network is for verification of all new subscriptions. Any list owner must be able to provide positive proof of confirmed opt-in of a subscriber within 12 hours of a complaint being lodged with CCNet Managed Services or any upstream providers.