

## RAMPART HOSTING, LLC

### ACCEPTABLE USE POLICY ("AUP")

- 1. General Information.** As a provider of Internet/World Wide Web access, web site hosting, and other Internet-related Services, Rampart Hosting, LLC. ("Rampart") offers its customers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Rampart respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Rampart reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Rampart has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective Services Agreement and is intended as a guide to the customer's rights and obligations when utilizing Rampart's Services. This AUP will be revised from time to time. 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 subscribers obtain information through the Internet, they must keep in mind that Rampart cannot 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 Rampart cannot monitor or censor the Internet, and will not attempt to do so, Rampart cannot accept any responsibility for injury to its users, customers or subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When users, customers or disseminate information through the Internet, they also must keep in mind that Rampart does not review, edit, censor, or take responsibility for any information its users, customers or subscribers may create. When users 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 Rampart's network and may reach a large number of people, including both customers and subscribers and non-subscribers of Rampart, customers' and subscribers' postings to the Internet may affect other customers and subscribers and may harm Rampart's goodwill, business reputation, and operations. For these reasons, customers and subscribers violate Rampart policy and the Services Agreement when they, their customers, affiliates, or subsidiaries engage in activities described herein.
- 2. Scope.** This AUP governs the usage of Rampart's products and services (the "Services"). This AUP is incorporated by reference into each contract Rampart enters into with a customer (each, a "Customer") for the use of such Services. Rampart may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into the Terms of Service applicable to Rampart's Web site so that no person who utilizes Rampart's Web site (regardless of whether that person is a Customer) may take any action utilizing Rampart's Web site that a Customer would be prohibited to take utilizing the Services.

3. **Purpose.** The purpose of this AUP is to enhance the quality of the Services and to protect Rampart's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from Rampart (each such person being a "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.

4. **Prohibited Uses. Customers and Users may not:**

- a. 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 Rampart, but also because it can overload Rampart's network and disrupt service to its Customers subscribers. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound email traffic is subject to review and possible action. When a complaint is received, Rampart has the absolute and sole discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list, or whether the outbound email traffic generated from an account is suitable for a shared hosting environment.
- b. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Customers and Users may not:
  - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
  - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
  - iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or Services that are prohibited under applicable law;
  - iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws;
  - v. Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
  - vi. Utilize the Services in any manner that violates applicable law.

- c. Utilize the Services in connection with any tortuous or actionable activity. Without limiting the general application of this rule, Customers and Users may not:
  - . 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.
    - i. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Customers and Users may not:
      - a. Utilize the Services to cause denial of service attacks against Rampart or other network hosts or Internet users or to otherwise degrade or impair the operation of Rampart's servers and facilities or the servers and facilities of other network hosts or Internet users; or
      - b. Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
      - c. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
      - d. Utilize the Services to resell access to CGI scripts installed on Rampart's servers; or
      - e. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any Rampart systems, facilities or equipment; or
      - f. Utilize the Services to gain unauthorized access to the computer networks of Rampart or any other person; or
      - g. 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
      - h. 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
      - i. 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

- j. 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
- k. 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
- l. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
- m. Utilize the Services in any manner that might subject Rampart to unfavorable regulatory action, subject Rampart to any liability for any reason, or adversely affect Rampart's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Rampart in its sole discretion; or
- n. 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/email 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 Rampart in its sole discretion; or
- o. Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of Rampart, including, but not limited to, telephone lines, email addresses, fax lines, bulletin boards or contact/signup forms; or
- p. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons;

5. **Violations.** Disclaimer. Rampart expressly disclaims any obligation to monitor its Customers and other Users with respect to violations of this AUP. Rampart has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any Web site.

Reporting Non-Copyright Violations. Rampart encourages Users to report violations of this policy by e-mail to: support@ramparthosting.com, 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.

Reporting Copyright Violations. Rampart complies with the Digital Millennium Copyright Act ("DMCA"). Rampart 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 Legal section of this website.

Remedies. If Rampart learns of a violation of this AUP, Rampart will respond to the applicable Customer and may, in Rampart's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:

Warning the Customer; and/or

Suspending the offending Customer from the Services; and/or

Terminating the offending Customer from the Services; and/or

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

Removing the offending content; and/or

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

**Reservation of Rights.** Rampart reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Rampart's Services, Customers and other Users. Rampart 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. Rampart 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 Customer agrees that Rampart is authorized to monitor its communications through Rampart's network for such purposes.