

WEB HOSTING ACCEPTABLE USE POLICY

PLEASE READ CAREFULLY BEFORE USING DELTACOM'S WEB HOSTING SERVICES.
THIS ACCEPTABLE USE POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN CUSTOMER AND Deltacom ("Deltacom", "WE" OR "US") a provider of retail web hosting, e-mail, electronic commerce, and domain name services ("Web Hosting Services").

ACCEPTANCE:

- 1) CUSTOMER AGREES TO REFRAIN FROM THE EXAMPLES OF PROHIBITED CONDUCT LISTED BELOW;
- 2) THE INDIVIDUAL EXECUTING THE AGREEMENT ON BEHALF OF CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED BY ALL NECESSARY ACTION TO EXECUTE THE AGREEMENT ON BEHALF OF CUSTOMER; AND
- 3) IF CUSTOMER DOES NOT AGREE TO ABIDE BY THIS POLICY CUSTOMER WILL NOT USE DELTACOM'S SERVICES.

PROHIBITED CONDUCT

Customer will violate this Policy if Customer engages in the following examples of prohibited activities while using our Web Hosting Services:

- 1) Spamming
 - (i) Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming")
 - (ii) Maintaining an open SMTP relay
- 2) Facilitating a Violation of this Policy
Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software
- 3) Infringing Intellectual Property Rights
Engaging in any activity that:
 - (i) infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities
 - (ii) violates privacy, publicity, or other personal rights of others
- 4) Obscene Speech or Materials
Using Deltacom Web Hosting Services to advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of pornography or obscene speech or material. Deltacom shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Deltacom Web Hosting Services
- 5) Promoting Violence or Injury
 - (i) Advocating, promoting or providing assistance in carrying out violence or any other unlawful activity against any persons, animals or any governments, businesses or other entities
 - (ii) Describing or displaying a weapon, or parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances
 - (iii) Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property
- 6) Defamatory or Abusive Language
Using Deltacom's Web Hosting Services as a means to transmit or post defamatory, harassing, abusive, or threatening language

- 7) Forging of Headers
Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message
- 8) Illegal or Unauthorized Access to Other Computers or Networks
 - (i) Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking")
 - (ii) Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity)
- 9) Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities
 - (i) Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks
 - (ii) Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment
- 10) Export Control Violations
Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States
- 11) Illegal Activities
Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, phishing scams, fraudulently charging credit cards, and pirating software
- 12) Gambling
Engaging in or promoting gambling
- 13) Promoting Intoxicants
Illegally displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance
- 14) Instructing others in Prohibited Activities
Providing instructions with respect to any activities listed in (a) through (n) above
- 15) Other Activities
Engaging in any other activity, whether lawful or unlawful, that Deltacom in its sole discretion determines to be harmful to customers, operations, reputation, goodwill, and/or customer relations.

FAILURE TO ABIDE BY THIS ACCEPTABLE USE POLICY

Deltacom reserves the right in its sole and absolute discretion to restrict or remove from its servers any content that it deems to be in violation of this Acceptable Use Policy or any laws. Deltacom may immediately take action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service(s), (c) restricting or prohibiting any and all uses of content hosted on Deltacom's systems, and/or (d) disabling or removing: (i) any hypertext links to third-party web sites, (ii) any of Customer's content distributed or made available for distribution via the Web Hosting Services, or (iii) other content not supplied by Deltacom. It is Deltacom's policy to terminate Web Hosting Services to infringers. The above stated rights of action, however, do not obligate Deltacom to monitor or exert editorial control over the information made available for distribution via the Web Hosting Services and Customer acknowledges that Deltacom has no obligation to censor or monitor use of the Web Hosting Services by Customer, or any obligation to censor or monitor any content, material or other information sent, received or accessible through the Web Hosting Services. In the event Deltacom takes action due to such possible violation, Deltacom shall not be obligated to refund to Customer any fees paid in advance of such action.