

## Acceptable Use Policy v1.1, 20060605

This Acceptable Use Policy ('AUP') is incorporated by reference in your Registration and your service terms with ResTech Services and your compliance with this AUP is an essential part of the terms of your internet access. By your use of internet access provided through ResTech Services, LLC ('ResTech'), you agree to all of the terms and provisions of this AUP. Your service and internet access may be suspended or terminated for any violation of this AUP. You are responsible for violations of this AUP by you or anyone using your access or service, whether authorized by you or not.

This AUP specifies the actions prohibited by ResTech to users of the internet access and network provided to you through ResTech ('the Network'). All users and customers demonstrate their acceptance to this policy by using the Network. ResTech reserves the right to terminate any user's or customer's connection and/or service upon violation of any policy listed below. ResTech reserves the right to modify the policy at any time, effective upon posting of the modified policy to this URL: <http://www.restechservices.net/aup.html>

### Internet Abuse

You may not access or use the network to engage in illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to ResTech and their customers) without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the authorization of the owner of the system or network;
- Interference with service to any user of the ResTech or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or
- Any conduct that is likely to result in retaliation against the network, website, or ResTech employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS);
- Any unauthorized use of any email server located on the Internet for the purposes of relaying or distributing messages;
- Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service or the internet for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- Allow users to run Maillist, Listserv or any form of auto-responds from User's account except where such mailing lists use User's own e-mail server;
- Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity. Bulk or Commercial E-Mail You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, you must obtain advance approval from ResTech for any bulk commercial e-mail, which will not be given unless you are able to demonstrate all of the following to ResTech's reasonable satisfaction:
  - Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
  - Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;

- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and requests by ResTech to produce consent evidence within 72 hours of receipt of the request.
- The body of the e-mail must describe how the e-mail address was obtained, for example, 'You opted in to receive this e-mail promotion from our Web site or from one of our partner sites,' and information on how to request evidence of the consent, for example, 'If you would like to learn more about how we received your e-mail address please contact us at abuse@yourdomain.com.'
- You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word 'Remove' in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours;
- You must post an abuse@yourdoman.com e-mail address on the first page of any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints; and
- You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the 'TO' line of the e-mail. These policies apply to messages sent using your internet and network access and service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your access or

service. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

ResTech may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

**Newsgroup, Chat Forums, Other Networks** You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your internet and network access and services.

**Offensive Content** You may not publish or transmit via ResTech's network and equipment any content that ResTech reasonably believes is unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations. Including, without limitation, any content that:

- constitutes child pornography;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- clearly infringes on another person's trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;

- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ResTech ; or
- is otherwise malicious, fraudulent, or may result in retaliation against ResTech by offended viewers.

Content 'published or transmitted' via ResTech network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

Illegal Use The internet access and network may be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Violations of system or network security are prohibited, and may result in criminal and civil liability. ResTech may investigate incidents involving such violations and may involve and intend to cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring and/or collecting of data or traffic on any network or system without express authorization of the owner of the network or system.
- Interference with service to any user, host, or network including, without limitation, mailbombing, attempts to overload a system or network with traffic, and deliberate transmission of malicious code.
- Forging of IP packet headers, DNS names, e-mail addresses, or any attempt to forge identity including newsgroup and bulletin board postings. Systems and Network Security Users assume full responsibility for security of network, systems, and accounts. ResTech do not provide and are not responsible for security, and strongly recommend employing the following methods to lessen risks associated with Internet and e-mail connectivity:
- Use firewalls (preferably hardware based) at all network entry points; do not exclude servers from firewall protection.
- Keep systems and software up to date; subscribe to vendor mailing lists in order to promptly be informed of security issues.
- Install and maintain anti-virus software; configure mail servers to block or disarm malicious attachments.
- Regularly train users on risky behavior, such as opening of attachments in e-mail and chat programs, or providing sensitive information such as passwords and certificates to untrusted sources.
- Conduct regular security audits.

Users agree to immediately notify ResTech of any suspected or confirmed compromise that has or may result in abnormal usage, pose a threat to the internet access or network, or to the greater Internet.

Due to the nature of Internet connectivity, ResTech may need to suspend service to customer networks, systems, or accounts in the event that such are believed compromised. ResTech reserve the right to do so without advanced warning where they deem it necessary.

Copyrighted Material You may not use ResTech network or equipment to download, publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
- you are otherwise permitted by established United States copyright law to copy the work in that manner.

Cooperation with Investigations and Legal Proceedings. ResTech may, without notice to you:

- report to the appropriate authorities any conduct by you that it believes violates applicable criminal law, and
- provide any information it has about you in response to a formal or informal request from a law enforcement or government

agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the internet and network service or access.
- You may only use IP addresses assigned to you by ResTech staff in connection with your internet and network service or access through the network.
- You may not take any action which directly or indirectly results in ResTech IP space being listed in any of the various abuse databases. Consequences of Violation of AUP ResTech may without notice to you, suspend your service or remove any content transmitted via the internet and network access and service if ResTech discovers facts that lead any of them to reasonably believe your access or service is being used in violation of this AUP. You must cooperate with ResTech reasonable investigation of any suspected violation of the AUP. An attempt to contact you prior to suspension of Services, however, prior notification is not assured.

You are strictly responsible for the use of your internet and network access and service in violation of this AUP, including use by your guests, visitors, friends, and customers. ResTech will charge you their hourly rate for security breach recovery plus the cost of equipment and material needed to (i) investigate or otherwise respond to any suspected violation of this AUP, (ii) remedy any harm caused to ResTech or any of their customers by the use of your access or service in violation of this AUP, (iii) respond to complaints, and (iv) have ResTech Internet Protocol numbers removed from any 'blacklist' such as SPEWs or other abuse databases.

No Confidentiality Information transmitted through ResTech and through the Internet in general is not confidential. ResTech can not and do not guarantee privacy or protection of any User. ResTech reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of ResTech.

Amendments to AUP The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, ResTech may from time to time amend this AUP to further detail or describe reasonable restrictions on your use of the services and the Network.

Disclaimer ResTech is under no duty, and do not by this AUP undertake a duty, to monitor or police our customers' activities and disclaim any responsibility for any misuse of the Network. ResTech disclaim any obligation to any person who has not entered into an agreement with ResTech for services. However, ResTech has the right to monitor the access and Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the access and Service properly, or to protect themselves and their subscribers. ResTech

reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in their sole and absolute discretion, are unacceptable, undesirable, or in violation of this AUP. ResTech reserves the right to suspend access to the Network and/or Service for any account. The account's suspension may be rescinded within the sole and absolute discretion of ResTech following payment of a reconnection charge, to be determined by ResTech in their sole and absolute discretion.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF YOU OR YOUR END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY YOU.**

Complaints regarding Illegal Use or Unsolicited e-mail should be sent to [abuse@restechservices.net](mailto:abuse@restechservices.net). Complaints or concerns of Network, System, or Account security should be sent to [abuse@restechservices.net](mailto:abuse@restechservices.net).