

# ACCEPTABLE USE POLICY

## SERVER MANIA ACCEPTABLE USE POLICY

Server Mania Inc.'s ("Server Mania" or the "Company") Acceptable Use Policy ("AUP") is provided to give its Subscribers and Users a clear understanding of what Server Mania expects of them while using the Services. With respect to Server Mania's Services, those who pay a service fee to subscribe to the Services ("Subscribers"), must comply with this AUP and with Server Mania's Terms of Service ("TOS").

Any terms not herein defined shall have the meaning ascribed to them in the Server Mania TOS.

Use of the Server Mania Services constitutes acceptance and agreement to Server Mania's AUP as well as Server Mania's TOS.

Server Mania supports the uncensored flow of information and ideas over the Internet and does not actively monitor Subscriber activity under normal circumstances. Similarly, Server Mania does not exercise editorial control over the content of any website, e-mail transmission, newsgroups, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with Server Mania's TOS, Server Mania may remove any materials that, in its sole discretion, may be illegal, may subject them to liability or which may violate this AUP. Server Mania may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. A Subscriber's violation of this AUP may result in the suspension or immediate termination of the Subscriber's Server Mania account.

This Policy is intended to provide a basic understanding of Server Mania's AUP, the purpose of which is to:

- Ensure reliable service to Server Mania customers;
- Ensure security and privacy of Server Mania's systems and network, as well as the networks and systems of other Subscribers and other users on the Internet;
- Comply with existing applicable laws;
- Maintain Server Mania's 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; and
- Preserve the privacy and security of individual Subscribers.

Server Mania intends to provide its Subscribers access to everything the Internet has to offer. While Server Mania is firmly committed to the principles of free speech, certain activities may be damaging to the resources of both Server Mania and the Internet and cannot be permitted under the guise of free speech. The resources of Server Mania and the Internet are limited and abuse of these resources by any Subscriber can have a negative impact on the entire community.

Server Mania does not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in Server Mania's efforts to promote good

citizenship within the Internet community, Server Mania will respond appropriately if it becomes aware of any inappropriate use of its Services.

A Subscriber may not use the Services to publish material, which Server Mania determines, in its sole discretion, to be unlawful, indecent or objectionable. For the purposes of this Policy, "**material**" refers to all forms of communication including narrative descriptions, graphics (including photographs, illustrations, images, drawings and logos), executable programs, video recordings and audio recordings.

If a Server Mania account is used to violate the Company's AUP or TOS, Server Mania reserves the right to terminate a Subscriber's Services without notice. Server Mania prefers to advise Subscribers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the AUP will result in immediate termination of a Subscriber's Services. Server Mania's failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of its right to do so at any time.

As a member of the Server Mania network community, a Subscriber must use their Internet access responsibly. Any questions regarding this Policy should be directed to [abuse@servermania.com](mailto:abuse@servermania.com).

## Violations of Server Mania's AUP

The following constitute violations of this AUP:

**Illegal Use:** Server Mania Services may not be used for illegal purposes, or in support of illegal activities. Server Mania reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing;

**Harm to Minors:** Use of the Server Mania Services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography;

**Threats:** Use of the Server Mania Services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property;

**Harassment:** Use of the Server Mania Services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another;

**Fraudulent Activity:** Use of Server Mania Services 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" or "chain letters";

**Forgery or Impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead the Company is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous "remailers" or nicknames does not constitute impersonation; and

**Unsolicited Commercial E-mail / Unsolicited Bulk email ("SPAM"):** Use of the Server Mania Services to transmit any unsolicited commercial email or SPAM is expressly prohibited. Violations of this type will result in the immediate termination of the offending Server Mania account.

Any Subscriber hosting websites or Services on their server that support spammers or cause any of Server Mania's IP space to be listed in any of the various SPAM databases will have their server immediately removed from Server Mania's network. The server will not be reconnected until such time as the Subscriber agrees to remove ANY and ALL traces of the offending material immediately upon reconnection and agrees to allow Server Mania access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from the Server Mania network without notice to the Subscriber. Any server guilty of a second violation WILL be immediately and

permanently removed from the Server Mania network without notice.

**Email / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Server Mania account.

**Email / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Server Mania Services is in violation of this AUP.

**Usenet SPAMing:** Server Mania has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

**Unauthorized Access:** Use of the Server Mania Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Server Mania 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 Server Mania account is subject to immediate termination.

**Copyright or Trademark Infringement:** Use of the Server Mania Services 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 Server Mania Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**Network Disruptions and Unfriendly Activity:** Use of the Server Mania Services for any activity, which affects the ability of other people or systems to use Server Mania Services or the Internet. This includes denial of service ("DOS") attacks against another network host or individual Subscribers. Interference with or disruption of other network Subscribers, services or equipment is prohibited. It is the Subscriber 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. Server Mania will not tolerate any Subscriber attempting to access the accounts of others, or penetrating the 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 Rights:** Distribution and/or posting of copyrighted materials or the commission of any of the other 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.

**Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. ping, while using Server Mania Services could result in suspension service.

**Third Party Accountability:** Server Mania Subscribers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the AUP.

**Security:** Subscribers are responsible for any misuse of their account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, Subscribers must take steps to ensure that others do not gain unauthorized access to their account. In addition, Subscribers may not use their accounts to breach the security of another account or attempt to gain unauthorized access to another network or server.

As each Subscriber's password provides access to their account, it is their responsibility to keep their password secure. Sharing passwords and account access with unauthorized Subscribers is prohibited. A Subscriber should take care to prevent others from using their account since they will be held responsible for such use. Attempting to obtain another Subscriber's account password is strictly prohibited, and may result in termination of the Services. A Subscriber must adopt adequate security measures to prevent or minimize unauthorized use of their account. A Subscriber 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 them, logging into or making use of a server or account they 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.

A Subscriber may not attempt to interfere with the Services provided to any other Subscriber, 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.

Subscribers who violate systems or network security may incur criminal or civil liability. Server Mania 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.

**Network Performance:** Server Mania accounts operate on shared resources. Excessive use or abuse of these shared network resources by one Subscriber may have a negative impact on all other Subscribers. Misuse of network resources in a manner that impairs network performance is prohibited by this Policy and may result in the termination of a Subscriber's account.

With respect to the cloud computing, virtual private and hybrid server Services, Subscribers are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. Subscribers of the aforementioned Services may not use resource-intensive programs, which negatively impact other Subscribers or the performances of Server Mania systems or networks. Server Mania reserves the right to terminate or limit such activities.

## Reporting Violations Of Server Mania's AUP

Server Mania requests that anyone who believes that there is a violation of this AUP to direct the information to the Company's Abuse Department at [abuse@servermania.com](mailto:abuse@servermania.com).

If available, please provide the following information:

1. The IP address used to commit the alleged violation;
2. The date and time of the alleged violation, including the time zones or offset from GMT.
3. Evidence of the alleged violation.
4. E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

Server Mania may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings'
- Suspend the Subscriber or the User's newsgroup posting privileges;
- Suspend the Subscriber's account;
- Terminate the Subscriber's account;
- Bill the Subscriber for administrative costs and/or reactivation charges; and
- Bring legal action to enjoin violations and/or to collect damages, if any caused by violations.

## **Revisions to this AUP**

Server Mania reserves the right to revise, amend or modify this Policy as it deems appropriate, from time to time. Subscribers should refer back to this page periodically for the latest information.

Server Mania Acceptable Use Policy "AUP" is provided to give our customers and users a clear understanding of what Server Mania expects of them while using the service. All users of Server Mania Internet 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 AUP and our TOS (Terms of Service).

Use of Server Mania Service constitutes acceptance and agreement to Server Mania AUP as well as Server Mania TOS (Terms of Service).