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## **Acceptable Use Policy Dedicated Hosting Service**

### **1. Introduction**

This Acceptable Use Policy ("AUP") applies to all clients of Intechnic Corporation and is intended to provide a general understanding of Intechnic Corporation's policy on the Acceptable Use of its Dedicated Servers hosting services. It is designed to help protect our services, our clients and the Internet community from irresponsible or illegal activities. Intechnic Corporation expects that common sense and good judgment will guide all of our client's activities on the Internet. Information available on Intechnic Corporation's network is the property of Intechnic Corporation, its information providers or other clients. Intechnic Corporation does not accept responsibility for the content of the materials and information published by others which are accessible through the Intechnic Corporation connection and does not accept responsibility for the violation of any laws resulting from such publication.

All users of Intechnic Corporation Services are expected to abide by the laws of the state and country in which they reside, including all copyright laws and regulations, tariff regulations, export controls, treaties and international law.

Use of Intechnic Corporation's Services constitutes on the part of such user acceptance of and agreement to abide by all of the rules and regulations and policies of Intechnic Corporation, including this AUP, as such policies may be modified by Intechnic Corporation at any time and from time to time. The use of Intechnic Corporation's Services is at the risk of the client.

Electronic Communications Privacy Act Notice (18 USC §§ 2701-2711) INTECHNIC CORPORATION MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY NETWORK ATTACHED TO ITS NETWORK. INTECHNIC CORPORATION SHALL NOT BE LIABLE FOR THE PRIVACY OF EMAIL ADDRESSES, REGISTRATION AND IDENTIFICATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT STORED ON INTECHNIC CORPORATION'S EQUIPMENT, TRANSMITTED OVER NETWORKS ACCESSED BY CLIENT, OR OTHERWISE CONNECTED WITH USE OF THE INTECHNIC CORPORATION'S NETWORK. SEE INTECHNIC CORPORATION'S PRIVACY POLICY FOR HOW WE USE PERSONAL INFORMATION.

### **2. Policies**

**a.** Intechnic Corporation accounts may be used only by the authorized owners of the accounts, except where specifically authorized by Intechnic Corporation. Allowing use of your account by others is prohibited and at your own risk.

- b.** Resale, trade or transfer of any account without express written consent from Intechnic Corporation is prohibited. Attempting to obtain access beyond that for which a client is authorized will be grounds for immediate termination of such client's account.
- c.** Attempting to defeat identification procedures, gain passwords or encryption codes, penetrate security measures, circumvent user authentication or use of the Intechnic Corporation's network to gain unlawful or unauthorized entry to another machine on the Internet; use of an Intechnic Corporation account to or attempt to alter or destroy data belonging to Intechnic Corporation or another user on any computer network; and use of the Intechnic Corporation system as a staging ground to "crack" other systems will be grounds for immediate termination of such client's account.
- d.** Transmission, redistribution, reproduction or commercial exploitation of information available on Intechnic Corporation's network without the permission of its owner or in violation of applicable copyright laws or patents will be grounds for immediate termination of such client's account.
- e.** Abusive or inappropriate use of any Intechnic Corporation Services, including any behavior which disrupts the normal use of the system or Internet services of others, inhibits any user from accessing the Internet, interferes with the proper operation of Intechnic Corporation's network or impairs the availability, reliability or quality of Intechnic Corporation Services for other clients is prohibited.
- f.** It is contrary to the specific policies of Intechnic Corporation, and we reserve the right to remove any material from any site without notice, if any client or user is effectuating or participating in any of the following activities:
  - (i)** Encouraging a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export controls or obscenity laws;
  - (ii)** Infringing the rights of any third party, including but not limited to the intellectual property, business, contractual or fiduciary rights of others;
  - (iii)** Involving the display of violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - (iv)** Making fraudulent offers of items, products, or services originating from a client's account;
  - (iv)** Using non-authorized relays through any third party systems;
  - (v)** "Flooding" or overburdening recipient computer systems by sending a high volume of spurious data which impedes functionality or disables the recipient system, or any other methods of denial of service of another;
  - (vi)** Storing or distributing on Intechnic Corporation's servers illegally-acquired information, programs containing malicious code, including viruses, trojans or worms or tools to compromise the security of other sites;
  - (vii)** Engaging in any of the above activities using the service of another provider but channeling such activities through an account or re-mailer of Intechnic Corporation.

**g. Email and Internet Relay Chat**

- (i)** Email is a person-to-person medium and not a broadcast medium. Harassing others by "mail-bombing" or "spamming," which constitutes sending the same or substantially similar unsolicited electronic mail messages to a large number of recipients, or more than twenty (20) similar mail messages to the same email address, may be grounds for termination of a client's account. Threatening bodily harm or property damage to individuals or groups, for example, making terrorist threats, is also strictly prohibited and is grounds for termination.
- (ii)** The following activities are specifically prohibited by Intechnic Corporation in connection with the use of email or IRC services:
  - (a)** Distributing malicious software which contributes to or assists in "mail-bombing" or "spamming";

- (b) Sending unsolicited, junk or chain letter email for the purpose of advertising or soliciting, or using Intechnic Corporation's email address to collect responses from unsolicited email and;
- (c) Attempting to impersonate any person, using forged email or other identifying information.

### **3. Client's Responsibilities**

- a. All Intechnic Corporation clients and users who publish materials and information which are accessible through the Intechnic Corporation connection are solely responsible for the content of such materials and information and are solely responsible for compliance with all laws applicable to the publication of such materials and information. Each such client or user must accept responsibility for the publication of any defamatory, adult content, confidential, secret or proprietary material.
- b. Each account holder is responsible for charges incurred by others to whom the account holder has given its username and/or password, and for charges incurred by a person who has obtained such account holder's username and/or password prior to such account holder's notification to Intechnic Corporation of such fact.
- c. Any permitted customers of Intechnic Corporation's clients are bound by same restrictions as Intechnic Corporation's clients, including this AUP.

### **4. Actions by Intechnic Corporation for Noncompliance or Violation**

- a. Intechnic Corporation is under no obligation to monitor the content of websites hosted by Clients for violations of this AUP. Certain of the activities set forth above cause alarms that could require Intechnic Corporation to take action. Account holders should be aware, however, that normal use and software will not set off such alarms.
- b. Use of an Intechnic Corporation account or Service in an illegal manner is grounds for immediate termination of such account. Users should be aware that Intechnic Corporation views such activities very seriously and may disclose prohibited activities to law enforcement agencies, including the Federal Bureau of Investigation, with whom Intechnic Corporation will fully cooperate. Intechnic Corporation will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by clients or other users who believe they are being subjected to potentially unlawful harassment.
- c. Intechnic Corporation reserves the right to conduct its own investigation of suspected violations of this AUP.
- d. In addition to the other actions described herein, Intechnic Corporation may take one or more of the following specific actions:
  - (i) Log instances of abuse;
  - (ii) Disable and cancel the client's account (Noncompliance or violation of this AUP is a material breach of the Services Agreement and may be grounds for termination by Intechnic Corporation);
  - (iii) Delete some or all of client's files in Intechnic Corporation possession, or cease providing Services.
- e. In the event that an account is temporarily deactivated as a result of any prohibited activities, the account may be subject to reactivation charges and/or deposit requirements to be determined by Intechnic Corporation.
- f. Each account holder understands and acknowledges that Intechnic Corporation has the right to terminate any account for any reason that Intechnic Corporation interprets as an abuse of the account and such account holder will be liable for any and all costs incurred by Intechnic Corporation as result of such abuse.
- g. Intechnic Corporation will review alleged violations of this AUP on a case-by-case basis. Violations which are not promptly remedied may result in disciplinary action, including referral to appropriate authorities for civil or criminal prosecution. Intechnic Corporation decisions in all such matters are final. Intechnic Corporation does not assume any liability to any account holders, users or others for its failure to enforce this AUP.

**h.** Nothing herein is to be construed to limit Intechnic Corporation's remedies in any way, to recover costs, identify and remove offenders, levy cancellation charges or pursue any other remedies at law or in equity.

## **5. Contacts**

**a.** Each account holder must immediately notify Intechnic Corporation of any unauthorized use of such account holder's account, of any breach or attempted breach of security, if it is believed that such account holder's password has been compromised or of any other violations of this AUP.

**b.** If you have any questions with respect to this AUP, please contact Intechnic Corporation, Inc. at One Hawthorn Place, 175 E.Hawthorn Pkwy., Suite 401 Vernon Hills, IL 60061 : Attention: Compliance Coordinator or by [gene@intechnic.com](mailto:gene@intechnic.com)

**Note: Intechnic Corporation may, at any time, revise the Acceptable Use Policy with 10 days advanced notice given to clients. Renewal of a dedicated server service term with Intechnic Corporation constitutes acceptance to all modifications to the Acceptable Use Policy. Any revisions to the Acceptable Use Policy will be in effect upon renewal of a dedicated server service term with Intechnic Corporation. Client understands that the Acceptable Use Policy is only a portion of our service agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_