

Acceptable Use Policy ("AUP") - 2HOST

2HOST's Acceptable Use Policy ("AUP") has been designed to assist in protecting 2HOST and its clients from improper and/or illegal activity over the Internet and to further compliance with all relevant laws and regulations. This AUP is also intended to establish a clear understanding of what 2HOST expects of clients using our services.

2HOST's AUP is applicable to any and all access or use of 2HOST's services (the "Service") or 2HOST's network (the "Network"). This includes, but is not limited to, any use or access by (a) 2HOST's clients, (b) 2HOST's clients' clients, members, end-users, and agents and (c) any other parties who use or access the Service or Network (collectively, "Users"). All Users must comply with this AUP. Any access or usage of the Service or Network constitutes acceptance and agreement to this AUP. Each client of 2HOST agrees that it is responsible for violations of this AUP by itself and by any party that uses or access the services or the network through such client, whether authorized by such client or not.

2HOST supports the uncensored flow of information and ideas and does not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the Service, except for certain proprietary web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. 2HOST may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong doing.

2HOST believes in communicating with our clients and will try to work with our clients to resolve any AUP violations before taking action which could cause a client's service to become unavailable. However, due to the nature or severity of some violations, this is not always possible or preferable. We reserve the right to immediately suspend or terminate, without warning, services to a client who is in violation of the AUP.

This AUP does not (a) obligate 2HOST to monitor, review, or police the data and content residing on its network or (b) create any obligation of 2HOST to any party that is not a direct client. 2HOST expressly disclaims any liability for the data and content residing on its network and for the actions of its Users.

The following activities are expressly prohibited, and are considered violations of the AUP. These descriptions are guidelines and are not intended to be exhaustive. 2HOST will be the sole arbiter as to what constitutes as unacceptable use.

Illegal Activity or Content

The Service shall not be used for any unlawful activities or in connection with any criminal or civil violation. Use of the Service or Network for transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

Network Abuse

2HOST expressly prohibits any activities that, in its sole discretion, constitute network abuse. This includes, but is not limited to: Denial of Service attacks or any activities designed to exhaust the resources of a host or network. Any attempt to monitor data or traffic on any network or system without the authorization of the owner of the system or network. Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system.

Port-scanning, vulnerability scanning, and any other activity that may be used as a precursor to an attempted system penetration. Introducing malicious programs into any network or server, such as viruses, worms, trojan horses, and key loggers. Intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information or incorrect DNS information.

Forging any e-mail message header, in part or whole, of any electronic transmission, originating or passing through the Network. Executing any form of network activity that will intercept data not intended for the client's server.

Unsolicited Email

Users are prohibited from engaging in improper use or distribution of email. 2HOST will be the sole arbiter as to what constitutes a violation of this provision. This includes, but is not limited to:

- Sending of any unsolicited email ("spam"). Any message sent to a recipient from a purchased, rented, licensed, or traded list of email addresses is automatically considered unsolicited.
- Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising")
- Using the Service to receive replies from unsolicited emails ("drop-box" accounts).
- Configuring any email server in such a way that it will accept third party emails for forwarding ("open mail relay").
- Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and

verifiable permission of the email address owner is prohibited. All mailing lists run by 2HOST Users must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.

- Purchasing lists of email addresses from 3rd parties for mailing to from any 2HOST hosted domain, or referencing any 2HOST account, is prohibited.
- Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

IRC

All IRC activity is prohibited. This includes running any type of IRC software including, but not limited to, IRC client software, IRC server software, web-based IRC software, IRC bots such as "eggdrop", and IRC proxies such as "psyBNC".

Proxy Servers

Proxy Servers are prohibited. This includes, but is not limited to, SOCKS proxies, Squid proxies, Bittorrent Proxies, Tor, and any CGI or PHP proxy scripts.

Facilitating a Violation of this Policy

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.

Network Performance

2HOST accounts operate on shared network resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

VPS Performance

2HOST VPS accounts operate on shared resources. Excessive use or abuse of these shared resources by one customer may have a negative impact on all other customers. You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of the Service or Network. 2HOST reserves the right to limit such activities.

Reporting violations of 2HOST's AUP

2HOST requests that anyone who believes that there is a violation of this AUP direct the information to the Legal Department at legal@2host.com.

If available, please provide the following information:

- * The IP address used to commit the alleged violation
- * The date and time of the alleged violation, including the time zone or offset from GMT
- * Evidence of the alleged violation

An 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.

2HOST may take any one or more of the following actions in response to complaints:

- * Issue written or verbal warnings
- * Disable access to a client's content which violates AUP
- * Remove content which violates AUP
- * Block mail or any other network service
- * Null-route client's IP address
- * Suspend the client's account
- * Terminate the clients's account
- * Bill the client for administrative costs and/or reactivation charges
- * Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

Any violation of the AUP which results in a client's server being removed or blocked from network access may be subject to reconnection fees as described in the TOS.

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that 2HOST may take

to enforce and ensure compliance with this AUP. 2HOST reserves the right to recover any and all expenses, and apply any reasonable charges, in connection with a client's violation of this AUP. No service credits will be issued for any interruption in service resulting from violations of this AUP.

The client agrees to indemnify and hold harmless 2HOST from any claims resulting from the use of the service, which damages the subscriber or any other parties.

2HOST reserves the right to change this AUP at any time. Such changes, modifications, additions or deletions shall be effective immediately upon posting on-line at this location. You acknowledge and agree that it is your responsibility to review this site and this AUP periodically and to be aware of any modifications. You may identify whether 2HOST has revised this AUP by noting the "Effective Date" above. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified AUP; and (b) agreement to abide and be bound by the modified AUP. If you do not agree to these terms, please do not access or use this site or any site on the 2HOST network.

Contact

Please direct all questions regarding this AUP to legal@2host.com