

Acceptable Use Policy

Introduction

Spiderbox's ("SPIDERBOX") Acceptable Use Policy ("AUP") for products and services is designed to help protect SPIDERBOX, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

SPIDERBOX makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the Internet, including data information transmitted via any server designated as "secure." SPIDERBOX does not monitor, exercise control over, or accept responsibility for the content of information passing through its network. All persons and organizations, including SPIDERBOX customers, who transmit information over or who publish information that is made accessible through SPIDERBOX's network are responsible for the content of the information and for complying with the laws applicable to its publication. SPIDERBOX will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

Customer Responsibilities

Each SPIDERBOX customer (commercial and ISP/reseller) is responsible for the activities of its own customers or end-users and, by accepting service from SPIDERBOX, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

Prohibited Conduct

SPIDERBOX's services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. SPIDERBOX customers may not abuse or fraudulently use SPIDERBOX products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

(1) **Child Pornography:** It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

(2) **Inappropriate Content:** Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by SPIDERBOX, is inappropriate, obscene, defamatory, threatening, abusive, hateful or which contains or incites violence.

(3) **Denial of Service:** Engaging in activity that may or will interfere with the service of another user, host

or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from SPIDERBOX.

(4) **Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by SPIDERBOX from accessing the network.

(5) **Forging Headers:** Forging or misrepresenting a message header of an electronic transmission originating or passing through SPIDERBOX's network.

(6) **Email Spamming:** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use SPIDERBOX servers as a mail drop or nameserver for SPAM. Sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by SPIDERBOX, including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited.

(7) **Fraudulent Activities:** Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

(8) **Unauthorized Access:** Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using SPIDERBOX services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.

(9) **Network Sabotage:** Use of SPIDERBOX products and services in a manner that interferes with others' use of the Internet or SPIDERBOX's network.

(10) **Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

(11) **Unlawful Acts:** Use of SPIDERBOX products and services to violate the law or in aid of any unlawful act.

(12) **Non-email Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the SPIDERBOX network is prohibited.

(13) **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

(14) **Blacklisting:** Behaviour by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from SPIDERBOX. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

(15) **BitTorrent:** While SPIDERBOX accepts that the use of the BitTorrent protocol in itself does not breach the terms of this AUP, SPIDERBOX expressly forbids the use of the file sharing protocol to transmit, receive or in any other way disseminate copyrighted material of any nature. This includes but is not limited to, motion pictures, musical works, literary works and artwork. SPIDERBOX has a zero tolerance to this kind of behaviour and will terminate the affected service on the first occurrence that is detected. SPIDERBOX will cooperate with legal authorities in the investigation of these activities and the subsequent criminal or civil proceedings.

Violations and Enforcement

At SPIDERBOX's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the affected service if customer does not cease the violation. SPIDERBOX may immediately suspend or terminate service with or without notice if SPIDERBOX reasonably determines that a violation of the AUP has occurred.

SPIDERBOX will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service. SPIDERBOX is not liable for damages of any nature suffered by any customer, end-user, or any third party resulting in whole or in part from SPIDERBOX exercising its rights under this AUP.

SPIDERBOX has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the SPIDERBOX network but, where possible and

necessary, may do so at its discretion. Therefore, SPIDERBOX does not assume liability for others' violations of the AUP or failures to terminate those violations.

SPIDERBOX reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.