

## **F2 New Media, Inc. Acceptable Use Policy**

This Acceptable Use Policy (“Policy”) designates the actions, events, proceedings, measures, procedures and dealings prohibited by F2 New Media to users of F2 New Media’ Web Hosting services (“Services”). F2 New Media reserves the right to amend, delete or otherwise modify the Acceptable Use Policy at any time, effective upon posting of the modified Acceptable Use Policy to F2 New Media’s web site and remove any content for any reason, including but not limited to, your violation of any conditions of this Acceptable Use Policy. F2 New Media’s right to remove inappropriate content under this Policy shall not place an obligation on F2 New Media to monitor or exert editorial control over the content of your account.

F2 New Media does not regularly monitor or censor the information you make available or collect through the use of the Services with the exception of systems and network resources monitoring. However, F2 New Media will act upon Policy violations when such are discovered during regular monitoring processes or as reported to F2 New Media. F2 New Media expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette.

As consideration for F2 New Media’s provision of Services, you agree to abide by the following provisions related to the acceptable use of your F2 New Media account.

The F2 New Media Network may be used only for lawful purposes in conjunction with local, regional and federal laws. Transmission, broadcast, allocation, distribution or storage of any material in violation of any acceptable law, regulation, decree or act is strictly 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, abusive or defamatory, constitutes an illegal threat or violates any laws, regulations, decrees or acts.

Violation, infringement, breach or abuse of system or network security is prohibited and may result in criminal and civil liability. F2 New Media will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- a) Unauthorized access to systems, networks or data without express authorization of the owner of the system, network or data.
- b) Unauthorized scanning or probing of remote systems or networks.
- c) Testing 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.
- d) Unauthorized monitoring of data or traffic on any system or network.
- e) Interfering with service to any user, host or network through means, including without limitation, denial of service attacks, mail bombing, flooding or other attempts to overload the

remote user, host or network resulting in a crash of a user, host or network either deliberately or by negligence.

f) Manipulating the TCP-IP packet header in order to forge the header information intended for malicious, unlawful or otherwise immoral purposes, including without limitation, unauthorized monitoring of data or traffic.

Sending or distribution of unsolicited electronic mail messages, including without limitation, advertising or announcements is explicitly prohibited. A user shall not use a remote site's electronic mail server to relay mail without the express permission of the remote site.

You agree not to use or allow access to F2 New Media Services to:

a) Create or maintain software download or distribution sites or sites created for the purpose of mass distribution of software products. A software distribution site is defined as a site on which 50% or more of total bandwidth (data transfer) is used for programs or binary code downloads.

b) Create or maintain sites that generate system errors or exceptions that disrupt servers' performance or cause server-wide outages. This includes overriding or avoiding system settings and restrictions imposed by the terms of Services.

c) Create or maintain sites that consume thirty-five percent or more of CPU capacity or use two hundred megabytes of memory, both physical and virtual combined, on the hosting server.

d) Exceed allowed bandwidth by transferring amounts of data greater than allowed by the terms of purchased Service.

e) Violate any applicable laws, regulations or other provisions having the force of law, either intentionally or unintentionally.

f) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

g) Employ misleading e-mail addresses or falsify information in any part of any communication.

5. You agree not to upload, transmit, disseminate, post, store or post links to any content that:

a) Is prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;

b) Facilitates hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities or to breach security or authentication measures;

c) Infringes or contributes to any infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party;

d) Is or may be considered unsolicited or unauthorized advertising, promotional materials, or

any junk mail, spam, spamvertisements, make money fast schemes, chain letters, pyramid schemes, or any other form of solicitation;

e) Contains viruses, worms, Trojan horses, time bombs, trap doors, or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

f) Is unlawful, harmful, threatening, abusive, harassing, tortious, unlawful, libelous, defamatory, vulgar, obscene or invasive of privacy;

g) Is of adult nature, pornographic or harmful to minors;

h) Promotes illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services including use of credit card numbers.

i) Exploits the images of children or discloses personally identifiable information belonging to children.

INDIRECT, ATTEMPTED AND ACTUAL VIOLATIONS OF THE POLICY BY CUSTOMER, A THIRD PARTY ON BEHALF OF AN F2 NEW MEDIA CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER. IF F2 NEW MEDIA DETERMINES YOU HAVE VIOLATED THE TERMS OF THIS ACCEPTABLE USE POLICY, THAT DETERMINATION, MADE AT F2 NEW MEDIA SOLE DISCRETION, IS GROUNDS FOR IMMEDIATE TERMINATION OF YOUR F2 NEW MEDIA ACCOUNT WITHOUT NOTICE OR PENALTY TO F2 NEW MEDIA.

All abuse reports should be sent to [support@f2newmedia.com](mailto:support@f2newmedia.com)