



Acceptable Usage Policy

THIS ACCEPTABLE USAGE POLICY (AUP) IS INCORPORATED by reference in your Service Order with iNovar and your services may be suspended or terminated for violation of this AUP in accordance with the Master Services Agreement. Capitalized terms used in this AUP shall have the meaning given in the Master Services Agreement.

Inquiries regarding this policy should be directed to legal@inovarcorp.com.

Abuse

You may not use iNovar's network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test 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
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- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network
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- Interference with service to any user of iNovar or other network including, without limitation to mail bombing, flooding, or deliberate attempts to overload a system and broadcast attacks
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- Use of an Internet account or computer without the owner's authorization
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- Collecting or using email addresses, screen names, or other identifiers without the consent of the person identified, including, without limitation to:
 1. Phishing
 2. Internet scamming o Password robbery o Spidering

3. Harvesting

- Collecting or using information without the consent of the owner of the information
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- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a
- newsgroup posting
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- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user

- Use of the service for distribution of advertisement delivery software unless:
 1. The user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and
 2. The software is easily removable by use of standard tools for such purpose included on major
 3. operating systems; (such as Microsoft's "add/remove" tool)

- Any conduct that is likely to result in retaliation against the iNovar network or website, or iNovar's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Vulnerability Testing

You may not attempt to probe, scan, penetrate, or test the vulnerability of a iNovar system, network, or to breach iNovar's security or authentication measures, whether by passive or intrusive techniques, without iNovar's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group, or other forum in which you participate, such as IRC and USENET groups, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages or



mass postings to multiple forums. You must comply with the rules of any other network you access or participate in using, in connection with your iNovar services.

Offensive and Inappropriate Content

You may not publish or transmit via iNovar's network and equipment any content or links to any content that iNovar reasonably believes:

- Constitutes, fosters, or promotes child pornography, bestiality or hard-core pornography
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- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech
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- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes
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- Is defamatory or violates a person's privacy
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- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement
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- Improperly exposes trade secrets or other confidential or proprietary information of another person
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- Is intended to assist others in defeating technical copyright protections
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- Infringes on another person's copyright, trade or service mark, patent, or other property right
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- Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking
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- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to iNovar; or



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- Is otherwise malicious, fraudulent, or may result in retaliation against iNovar by offended viewers
- Content "published or transmitted" via iNovar's network or equipment includes Web content, email, bulletin board postings, chat, and any other type of posting or transmission that relies on the
- Internet.

Copyrighted Material

You may not use iNovar's network or equipment to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner
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- You are otherwise permitted by established United States copyright law to copy the work in that manner.

iNovar may terminate the service of copyright infringers.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the iNovar network
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- All scripts and web applications installed on our services must be kept in a secure and stable state at all times. This includes any updates released to address bugs, performance, or security by the authors of said scripts or web applications. You are responsible for any direct or indirect impact to your or others services if you are in violation
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- You may only use IP addresses assigned to you by iNovar in connection with your iNovar services
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- Storage space provided under our services may not be used for off-site backups of personal or



- business computers, and/or the storage, caching or backups of other data not directly related to the web site(s) using our Services, including the duplication of web/database backups we already
- provide with our services

Consequences of Violation of AUP/Master Service Agreement

iNovar may charge you its hourly rate for AUP/Master Service Agreement breach recovery (currently \$275.00) plus the cost of equipment and material needed to:

- Investigate or otherwise respond to any suspected violation of our policies
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- Remedy any harm caused to iNovar or any of its customers by the violation of our policies
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- Respond to complaints, including complaints under the Digital Millennium Copyright Act
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- Respond to subpoenas and other third party requests for information as described in the Master
- Services Agreement, and
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- Have iNovar's Internet Protocol numbers removed from any abuse database.

No credit will be available under your iNovar Service Level Agreement for interruptions of service resulting from AUP/Master Service Agreement violations.

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