

Hosted Café's Acceptable Use Policy ("AUP") is designed to ensure compliance with all relevant laws and regulations governing Hosted Café services, and to promote the security and availability of Hosted Café's network and computing infrastructure to its clients ("Clients") and third parties. This AUP applies to each Client's use of Hosted Café Services ("Services") and Hosted Café infrastructure (Servers) that is under each Client's control as a part of the Services. This AUP is incorporated, by reference, under the terms and conditions of the Master Services Agreement ("MSA"). Hosted Café reserves the right to amend this AUP from time to time at its sole discretion. Client will be notified at least 30 days in advance of modifications. Client's use of the Services will constitute the Client's acceptance of any such amendments.

1. RESPONSIBILITIES

Clients are responsible for complying with this AUP and for violations attributable to their customers and users, whether authorized or not by the Client. Clients must take all reasonable steps to ensure that their customers and users will comply with this AUP. This AUP does not (a) obligate Hosted Café to monitor, review, or audit the data and content transmitted or residing on its infrastructure or (b) create any obligation of Hosted Café to any party that is not a Client. Hosted Café expressly disclaims any liability for the data and content transmitted or residing on its infrastructure and for the actions of its Clients. Any questions or comments regarding this AUP should be directed to abuse@HostedCafe.com or legal@HostedCafe.com.

2. PROHIBITED CONTENT.

Clients shall not allow the posting, transmission, or storage of data and content on or through the Services which constitutes a violation of any relevant law, regulation, ordinance, or court order. Clients shall be responsible for determining what laws or regulations are applicable to their use of the Services. A Client shall not knowingly host on its Servers, or transmit over Hosted Café's network, any material believed by Hosted Café to constitute child pornography. In addition to the any other actions it may take under this AUP, Hosted Café reserves the right to cooperate fully with any criminal investigation of content located on a Server that constitutes alleged child pornography.

3. CLIENT SECURITY OBLIGATION

Clients must use reasonable care to ensure the security of each Server. A Client is solely responsible for any intrusions into, or security breaches of, any of its Servers, except to the extent expressly provided for in, and covered by, a designated security administration or firewall security service package ordered by the Client. Hosted Café reserves the right to disconnect without provision of service credit any Servers that disrupt Hosted Café's network or any device on the network as a result of a security compromise.

4. NETWORK ABUSE

Clients are prohibited from engaging in any activities that Hosted Café determines, in its sole discretion, to constitute network abuse, including the following:

- a) Introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, and keyloggers.

- b) Causing or initiating security breaches or disruptions of network communication and/or connectivity, including but not limited to, port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.
- c) Executing any form of network activity that will intercept data not intended for the Client's server.
- d) Evading or circumventing user authentication or security of any host, network or account, including but not limited to, cracking, brute-force, or dictionary attacks.
- e) Interfering with or denying service to any user, host, or network other than the Client's host, such as a denial of service attack or distributed denial of service attack.
- f) Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including but not limited to, the forging of packet headers or other identification information.
- g) Using any program, or sending messages of any kind, designed to interfere with or disable a user's terminal session.

5. INTELLECTUAL PROPERTY INFRINGEMENT POLICY

Clients may not transmit, distribute, download, copy, cache, host, or otherwise store on a Server any information, data, material, or work that infringes the intellectual property rights of others. Hosted Café has the right to disable access to, or remove, infringing content to the extent required under any law or regulation, including but not limited to, the Digital Millennium Copyright Act of 1998. Hosted Café reserves the right to suspend permanently or terminate the Services of any Client that repeatedly violates Hosted Café's Intellectual Property Infringement Policy or any copyright law.

6. E-MAIL POLICY

Client may not use the Hosted Café Network to send unsolicited bulk messages over the Internet (i.e., "spamming") and must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003.

7. MASS MAILINGS

Clients may not use the Hosted Café Network to send mass unsolicited e-mail, which is email that is sent to recipients who have not double-opted in to mailings from the Client. Clients who send mass mailings must maintain complete and accurate records of all consents and opt-ins, including the actual e-mail and its headers, and provide such records to Hosted Café upon its request. If a Client cannot provide positive and verifiable proof of such consents and opt-ins, Hosted Café will consider the mass mailing to be unsolicited.

8. MAILING LISTS

Clients are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail addresses available to Client for distribution of information. Clients who operate mailing lists must maintain complete and accurate records of all consents and opt-ins (including the actual e-mails and their headers) and provide such records to Hosted Café upon its request. If a Client cannot provide positive and verifiable proof of such consents and opt-ins, Hosted Café will consider the list mailing to be unsolicited. Any Client-maintained mailing list must also allow any party on the list to remove itself automatically and permanently. Other prohibited mailing activities include, but are not limited to, the following:

- a) Use of Hosted Café's network for the receipt of replies to unsolicited mass e-mail
- b) Forgery of e-mail headers ("spoofing")
- c) Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software
- d) Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication
- e) Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising")
- f) Block Removal – If, as a result of a Client's actions, Hosted Café's mail servers or IP address ranges are placed on black hole lists and other mail filtering software systems, Hosted Café shall charge Client fees for any necessary remedial actions.

9. IP ALLOCATION

A Client shall not use IP addresses that were not assigned to it by Hosted Café or authorized third parties. Hosted Café reserves the right to suspend the network access of any server utilizing IP addresses outside of the assigned range.

10. IRC POLICY

Clients may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet, DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. Harassing or abusive IRC activity is expressly prohibited under the AUP, including

- a) disruption or denial of service or
- b) the use or joining of "botnets" or the use of IRC BNC's or other proxy and re-direction software. If a Client's IRC servers are frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or denies service to other Clients or users, Hosted Café may null-route, filter, suspend, or terminate that Client's service.

11. USENET POLICY

Users may have access through the Hosted Café network and services to search engines, subscription Web services, chat

areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

12. LEGAL INVESTIGATIONS

Clients will cooperate and comply with any civil or criminal investigation regarding content located on its Servers, including but not limited to, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court or government entity (each an "Investigation"). Hosted Café reserves the right to comply with any Investigation without notice to a Client. Clients shall not be entitled to service credits, and Hosted Café shall not be in default under any agreement for Services, if its compliance with any Investigation causes a Client to incur downtime or requires the sequestering of all or a portion of the Services.

13. VIOLATIONS OF AUP

Hosted Café may enforce this AUP with or without notice to a Client by any actions it deems necessary in its sole discretion, including but not limited to the following:

- g) Disabling access to a Client's content that violates this AUP
- h) Removal of DNS records from Servers
- i) Blocking mail or any other network service
- j) Effecting IP address null routing
- k) Suspending or terminating of a Client's service
- l) Taking direct action against a Client's users and clients.

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that Hosted Café may take to enforce and ensure compliance with this AUP. Hosted Café 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.

14. COPYRIGHT CLAIMS

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. After proper notification by the copyright holder or its agent to Hosted Café, Hosted Café will terminate the password of any Client whose users or customers use his or her password to unlawfully transmit copyrighted material without a license, valid defense, or fair use privilege to do so. If it is believed that copyright rights are being infringed through the use of the Services, please contact Hosted Café at abuse@HostedCafe.com.

HOSTED CAFÉ RESERVES THE RIGHT AT ALL TIMES TO INVESTIGATE ANY ACTUAL, SUSPECTED, OR ALLEGED VIOLATIONS OF THIS AUP, WITH SUCH INVESTIGATION TO INCLUDE ACCESSING OF DATA AND RECORDS ON, OR ASSOCIATED WITH, ANY SERVER.