

Acceptable Usage Policy

Our policies automatically apply to all of HugeServer's clients upon subscription to the Services including subscription through a third party or any commercial partner. The customer agrees to use the Services only for lawful purposes and in compliance with all applicable law.

Specific activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior.
- The Violating USA export control laws for software or technical information.
- Misrepresenting or fraudulently representing products/services.
- Transmission, distribution or storage of any material in violation of any applicable law or regulation.
- Transmission, distribution or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, and material that is obscene, defamatory, an invasion of privacy or constitutes an illegal threat, or is otherwise illegal.
- Facilitating, aiding, or encouraging any of the above activities, whether using HugeServer's network or service by itself or via a third party's network or service.
- Interference with a third party's use of HugeServer's network or service, or ability to connect to the Internet or provide services to Internet users.

Email

HugeServer has a STRONG anti-spam policy and applies it. Spammers are NOT welcomed. This includes spamming through open proxy servers or any other kind of unsolicited email advertising. If a customer is found to be in violation of our SPAM policy, HugeServer may, at its sole discretion, restrict, suspend or terminate the customer's account. Further, HugeServer reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. HugeServer will notify law enforcement officials if the violation is believed to be a criminal offense. The customer acknowledges that he is responsible for any and all SPAM related actions coming from their account.

Sending unsolicited email messages, including, but not limited to, commercial advertising and informational announcements, is explicitly prohibited even if the lists are said to be opt-in. The

customer will not use another site's mail server to relay mail without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside HugeServer's network.

Frequent Attack Targets Services (IRC networks, Camfrog, etc.)

It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to let us have access to your server to confirm that the content has been completely removed. It is also forbidden to host Camfrog servers or other server applications that are frequent targets of Denial of Service attacks or other types of attacks. Any server guilty of a second violation will result in immediate account termination.

Adult content

Legal adult content must be published in accordance with any applicable law or regulation. HugeServer reserves the right to suspend any account publishing offending content.

System and Network Security

The customer is prohibited from utilizing HugeServer services to compromise the security or tamper with system resources or accounts on computers at the Premises or at any third party site. Specific activities that are prohibited include, but are not limited to:

Violation

HugeServer, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violation of this AUP could also subject Customer to criminal or civil liability. HugeServer may block access at the router level to the Customer's Equipment involved. If HugeServer believes, in its sole discretion, that a violation of this AUP has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to Customer's Equipment or data, and the suspension or termination of Customer's services under this Agreement. HugeServer may involve and will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers. HugeServer has no obligation to provide warnings under any circumstances and can terminate the account without prior notice if the Customer violates this policy.

Rights reserved

HugeServer reserves the right to modify this AUP at any time without notice. The Customer is responsible for all use of the Services by itself, its employees, agents, contractors, invitees, and

customers, whether such use is with or without the consent of Customer. HugeServer can require a signed copy of these documents.

You agree not to use the Services to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- administer IRC;
- harm minors in any way;
- impersonate any person or entity;
- "stalk" or otherwise harass another person;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- upload, post, email, transmit or otherwise make available any Content that You do not have a
 right to make available under any law or under contractual or fiduciary relationships (such as
 inside information, proprietary and confidential information learned or disclosed as part of
 employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act, and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

Questions or Comments

For additional questions, please contact us using our $\underline{\text{contact form}}$.