Acceptable Usage Policy

Contents

This Acceptable Usage Policy ("AUP") describes activities that are not allowed on the C-NEST network. The AUP is incorporated by reference in your Agreement with C-NEST.

Capitalized terms used in this AUP and not otherwise defined herein shall have the meaning given in the Agreement. Inquiries regarding this policy should be directed to abuse@C-NEST.com.

1.   Abuse

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

- Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data protection and privacy laws and laws relating to unsolicited commercial electronic messages;
- Use of an internet account or computer without the owner's authorization;
- 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;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Services;
- Collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Distributing software that covertly gathers or transmits information about a user;
- Distributing advertisement delivery software unless: (i) 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 (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool);
- Any conduct that is likely to result in retaliation against the C-NEST network or website, or C-NEST'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);
- Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses;

- Interference with service to any user of the C-NEST or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Any action which directly or indirectly results in any of our IP space being listed on any abuse database (i.e. Spamhaus);
- Conducting any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed; or
- Any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to C-NEST.

2. Offensive Content

You may not publish, transmit or store on or via the Services any content or links to any content that C-NEST reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age;
- Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy; or
- Is otherwise malicious, fraudulent, morally repugnant

3. Live Events

You may not use your C-NEST services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP.

4. No High Risk Use

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

5. Mail Requirements

-*You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

- You must have a Privacy Policy posted for each domain associated with the mailing;
- You must have the means to track anonymous complaints; and
- You must not obscure the source of your e-mail in any manner.
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;
- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or C-NEST;
- You must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.
- You must honor revocations of consent and notify recipients of the same;

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

6. Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a C-NEST system or network, or to breach the C-NEST security or authentication measures, whether by passive or intrusive techniques. Additionally, you may not perform such testing of your own Hosted System without C-NEST's prior written consent.

7. 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 your C-NEST Services.

8.   Export Control

The Services may not be used in violation of export laws, controls, regulations or sanction policies of the United States or your applicable jurisdiction. The Services may not be used by persons, organizations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which is involved with or suspected of involvement in activities or causes relating to: illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

9.   Intellectual Property and Other Proprietary Rights

You may not use our Services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- You may not use the Services to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless you have permission from the owner of the work to use or copy the work in that manner, or you are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;
- You may not use the Services to publish content intended to assist others in defeating technical copyright protections; and
- You may not display another person's trademark without permission.

In addition, you may not use the Services to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. It is C-NEST's policy to terminate the services of customers who are repeat infringers in appropriate circumstances

10.   Cooperation with Investigations and Legal Proceedings

If we are legally required to permit any relevant authority to inspect your content or traffic, you agree we can do so; provided however that, where possible without breaching any legal or regulatory requirement, we give you reasonable prior notice of such requirement.

We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable law, and provide any information we have about you, or your users or your traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

11. Excessive Use of Shared System Resources

You may not use any shared system provided by C-NEST in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

12. Third Party Conduct

You are responsible for violations of this AUP by anyone using your Services with your permission or on an unauthorized basis as a result of your failure to use reasonable security precautions. Your use of the Services to assist another person in an activity that would violate this AUP if performed by you is a violation of the AUP.

You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate your Service applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus.

13. Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the C-NEST network.
- You may only use IP addresses assigned to you by C-NEST in connection with your C-NEST services.
- You agree that if you register a DNS record or zone on C-NEST managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, C-NEST may modify, transfer, or delete such records or zones.
- You may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services.

14. Changes to the AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP to further detail or describe reasonable restrictions on your use of our Services by publishing a revised version of the AUP

at http://www.C-NEST.com/information/legal/aup, or in the event of a material adverse change to the AUP, by providing you thirty (30) days written notice.

The revised AUP will become effective as to you on the first to occur of: (i) your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference, (ii) the first day of a renewal term for an Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted, or (iii) thirty (30) days following our written notice to you of a material change to the AUP.

If your compliance with the revised AUP would adversely affect your use of the Hosting Services, you may elect to terminate the Agreement by giving C-NEST written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you. We will not charge you an early termination fee for a termination on these grounds. If you elect to terminate, you may continue using the Services for up to an additional ninety (90) days and we will not enforce the revision as to you during this time, you will continue to be subject to the prior version. If you choose to terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

15. Consequences of Violation of AUP

If you breach the AUP we may suspend or terminate your Services in accordance with the Agreement. We may intercept or block any content or traffic belonging to you or to users where Services are being used unlawfully or not in accordance with this AUP.

No credit will be available under the C-NEST Service Level Agreement for interruptions of service resulting from any AUP violation