



CSS

Integration & Communications, Inc.

ACCEPTABLE USE POLICY

As a leading provider of Internet access, web site hosting, and other Internet-related services, CSS offers its customers, and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. CSS respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, CSS reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, CSS has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing CSS's services. This AUP will be revised from time to time. A customer's use of CSS's services after changes to the AUP are posted on CSS's web site, www.csscommunications.com, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

All Customers of CSS are required to be familiar with this policy. Use of CSS products/services in any form constitutes acceptance of this Acceptable Use Policy and agreement to adhere to it.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that CSS cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because CSS cannot monitor or censor the Internet, and will not attempt to do so, CSS cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that CSS does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over CSS's network and may reach a large number of people, including both subscribers and nonsubscribers of CSS, subscribers' postings to the Internet may affect other subscribers and may harm CSS's goodwill, business reputation, and operations. For these reasons, subscribers violate CSS policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in prohibited activities.



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Account and Policy Term

The effective date of the AUP is the date of acceptance by the Customer of products/services from CSS, and they shall remain in effect until Customer terminates his/her contractual relationship with CSS or CSS terminates its contractual relationship with Customer.

CSS reserves the right to change the AUP at any time without notice. If Customer does not agree to such changes, CSS reserves the exclusive right to terminate its contractual relationship with Customer, effective upon written notice to Customer.

Termination for Cause

CSS may terminate its contractual relationship with Customer at any time for any violation of the AUP or for any material breach of contractual terms and conditions. Such termination generally will entail the deletion of all files, and all services, including mail forwarding, are terminated. Customer will not receive a refund for any prepaid services. All losses and expenses suffered by Customer as a result of such termination will not be the responsibility of CSS whatsoever.

Provision of Services

CSS will provide products/services on its network to Customers per contractual terms and conditions and compliance with the AUP. CSS products/services are defined as the use by Customer of computing, telecommunications, software, and information services provided by CSS. These products/services also include the provision of access to computing, telecommunications, software, and information services provided by third parties via the worldwide computer network known as the Internet.

Consultation Charges

CSS will provide reasonable system administration and other related services upon reasonable request from Customer. Customer will be charged normal consultation rates for non-standard or extraordinary problems, at the sole discretion of CSS.

Colocation Facilities Access

Access to the CSS facilities are provided for the express purpose of installing and maintaining Customer-owned collocated equipment. Customers are not allowed to bring unregistered visitors into the collocation facility without prior written authorization from CSS. CSS shall deny access to any Customer bringing unauthorized personnel into the collocation facility.

Shared Colocation customers shall schedule ahead for access to the CSS facilities. Non-service affecting installations or maintenance shall be scheduled during CSS's normal business hours. Access for service affecting issues shall be provided at all times. Customers needing after hours access should call the CSS answering service prior to coming to the facility.

Customers who abuse these access policies shall be subject to premium rates for escort times as well as other penalties. Customers who repeatedly abuse these access policies in CSS's sole



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determination may be subject to immediate termination of service and forfeiture of all pre-paid fees and deposits

Security of Accounts

CSS accounts for products/services ("accounts") are for individual Customers only. Customer agrees not to share the password of the account or any other confidential information with any third parties without the express written permission of CSS. Customer agrees to maintain a secure password to the account and is responsible for any use of his/her account. Customer agrees not to use any CSS products/services to obtain the passwords of other customers on the CSS network. Customer agrees not to use CSS products/services to make unauthorized/illegal attempts to access any non-Customer systems or networks.

Use of Internet Services

Customer agrees not to use CSS products/services in violation of intellectual property rights of other customers, third parties or CSS, or other applicable laws. Customer agrees to use the products/services provided by CSS as permitted only by applicable local, state, and federal laws.

Unauthorized Use of Accounts or Computers

Customer agrees that any unauthorized use or attempted use of another customer or third party account or computer without the owner's express written authorization is prohibited.

Commercial Advertisements

CSS recognizes that Commercial advertising is an appropriate form of communication on the Internet. CSS has enacted the following policies to clearly delineate appropriate commercial advertising from inappropriate "SPAM". Customer agrees that any inappropriate postings, at the sole discretion of CSS, may result in immediate account suspension or cancellation.

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward CSS, but also because it can overload CSS's network and disrupt service to CSS subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, CSS has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.



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CAN SPAM ACT of 2003:

The CAN-SPAM Act of 2003 (Public Law No. 108-187) was signed into United States Law by President George W. Bush late in 2003, to be effective beginning January 1, 2004. (You can read the new law in its entirety at <http://www.spamlaws.com/federal/108s877enrolled.pdf>).

If you use email and/or, as applicable, mobile service messages (SMS), instant messaging (IM) or other types of electronic messages (individually and collectively, "electronic messages") in connection with the operation of your web site or service, you agree as follows:

- All such electronic messages initiated or sent by you or on your behalf must:
 - Identify you as the sender and may not suggest or imply, or mislead or be likely to mislead a recipient into believing that someone other than you is the sender or sponsor of, or has procured you to send, such electronic messages. To be clear, you may not use a return address, subject heading, header information or message contents that misleads or confuses or is likely to mislead or confuse a recipient as to you being the sender;
 - Feature the service or product offering(s) that you are offering the recipient as its primary contents and purpose;
 - Contain a valid physical postal address for you (and not any other person or entity);
 - Be clearly and conspicuously identified as an advertisement or solicitation, unless you have received affirmative consent to send electronic messages to that recipient.
- You must be able to supply to us, at our request, evidentiary proof that all recipients of your electronic message have given consent to receive your electronic message. Examples of proof that we look at are first and last name of each recipient, email address of each recipient, date that the recipient agreed to receive your electronic message, Internet Protocol (IP) address from which recipient was attached to the internet at the time that they agreed to receive your electronic message, and any other proof that you may want to offer in an effort to substantiate that all recipients of the electronic message agreed to receive such messages from you or on your behalf (collectively, the "opt-in process").
- You will implement and employ in connection with each electronic message sent by you or on your behalf an effective mechanism and procedure for any recipient of such electronic message to be able to request during the following thirty (30) days at a minimum not to receive further electronic messages from you or those sending electronic messages on your behalf and except as otherwise expressly permitted by applicable law, such request shall be heeded within ten (10) business days of receipt of such request (collectively, an "opt-out procedure").

You will insure that such opt-out procedure is fully compliant with any and all applicable laws, rules and regulations, including the requirements of the CAN-SPAM Act of 2003 .

Pursuant to or in addition to the requirements of the CAN-SPAM Act of 2003, such opt-out procedure, you must also provide us, at our request, the email, SMS, IM or other address of any recipients that exercised such opt-out procedure. You may not sell any lists of recipients that have exercised such an opt-out procedure.



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- You may not send messages that contain sexually-oriented material without placing warning labels and otherwise complying with applicable laws including the CAN-SPAM Act of 2003 in all respects.
- No messages may be sent by or through any computer without authorization, including by relay or retransmission, or contain false header information regarding the transmitting computers and transmission path including the originating electronic mail address, domain name or Internet Protocol address.
- You agree to comply with the CAN-SPAM Act of 2003 and any rules and regulations that are promulgated by any governmental authority in respect thereof and any and all orders, judgments and decrees of any court, agency or other authority relating thereto and any other applicable foreign, federal, provincial, state, or local law applicable to the use or transmission of electronic message. While some of the requirements of the CAN-SPAM Act of 2003 are set forth herein, compliance with these terms shall not be construed as or deemed to be sufficient to comply with any such or other applicable law.
- You shall provide CSS with any information requested by us at any time, that may be construed as evidence that you have complied with all aspects of the CAN-SPAM Act of 2003. Further, you authorize us to provide any information, including confidential information, and otherwise make any disclosures that we determine to be necessary or appropriate about you or your participation or activities on or in relation to your use of any CSS provided resources to any local, state, provincial, federal or foreign governmental authority or Internet Service Provider bringing or contemplating the bringing of any action or conducting any investigation in relation to the enforcement of any applicable laws, including the CAN-SPAM Act of 2003.
- CSS shall not be construed or deemed as having "procured" you or your services to send or initiate any email or other types of electronic messages to any computer, including for the purposes of promoting us or our respective trade or business, or goods, products, property, or services.

Customer understands and agrees that any communications in violation of the above CAN-SPAM Act of 2003 policy is inappropriate and, at the sole discretion of CSS, may result in immediate account suspension or cancellation.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. CSS is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also CSS's policy to terminate the privileges of customers who commit repeat violations of copyright laws.



Obscene Speech or Materials -- Using CSS's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. CSS is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through CSS's network.

Defamatory or Abusive Language -- Using CSS's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- CSS reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.



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Other Activities -- Engaging in activities, whether lawful or unlawful, that CSS determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. CSS will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with CSS policy or applicable law. When CSS becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

CSS also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching CSS's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. CSS does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. CSS has the right to directly take action against a customer of a subscriber. Also, CSS may take action against the CSS subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, CSS anticipates that subscribers who offer Internet services will cooperate with CSS in any corrective or preventive action that CSS deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of CSS policy.

CSS also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, CSS urges its subscribers to assume that all of their on-line communications are insecure. CSS cannot take any responsibility for the security of information transmitted over CSS's facilities.

CSS will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. CSS may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, CSS may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. CSS assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, CSS may disclose subscriber information or information transmitted over its network where necessary to protect CSS and others from harm, or where such disclosure is necessary to the proper operation of the system.



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CSS expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate CSS policy. Finally, CSS wishes to emphasize that in signing the service agreement, subscribers indemnify CSS for any violation of the service agreement, law, or CSS policy, that results in loss to CSS or the bringing of any claim against CSS by any third-party. This means that if CSS is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against CSS, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including CSS and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to abuse@csscommunications.com.