ACCEPTABLE USE POLICY ("AUP")

- 1. General Information. SiteLock, LLC ("SiteLock") developed this 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 SiteLock's services. This AUP will be revised from time to time. A customer's use of SiteLock's services after changes to the AUP are posted on SiteLock's web site, HTTP://WWW.SITELOCK.COM under the terms section, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.
- **2. Scope.** This AUP governs the usage of SiteLock's products and services (the "Services"). This AUP is incorporated by reference into each contract SiteLock enters into with a customer (each, a "Customer") for the use of such Services. SiteLock may modify this AUP at any time without notice.
- 3. **Purpose**. The purpose of this AUP is to enhance the quality of the Services and to protect SiteLock's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from SiteLock (each such person being a "User"). Each User should use common sense and good judgment in connection with the Services.
- 4. **Prohibited Uses**. Customers and Users may not:
 - a. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Customers and Users may not:
 - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 - Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws;
 - v. Utilize the Services to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
 - vi. Utilize the Services in any manner that violates applicable law.
 - b. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Customers and Users may not:
 - i Utilize the Services to publish or disseminate information that (A) constitutes slander, libel, or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts

or services that are illegal under applicable law.

- ii. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Customers and Users may not:
 - Utilize the Services to cause denial of service attacks against SiteLock or other Internet users or to otherwise degrade or impair the operation of SiteLock's servers and facilities or the servers and facilities of other Internet users; or
 - b. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any SiteLock systems, facilities or equipment; or
 - c. Utilize the Services to gain unauthorized access to the computer networks of SiteLock or any other person; or
 - d. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
 - e. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or
 - f. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or
 - g. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or
 - h. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or SPAM; or
 - i. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or SPAM; or
 - j. Utilize the Services in any manner that might subject SiteLock to unfavorable regulatory action, subject SiteLock to any liability for any reason, or adversely affect SiteLock's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by SiteLock in its sole discretion; or
 - k. Attempt to attack, disrupt, or abuse the support and contact- related mechanisms of SiteLock, including, but not limited to, telephone lines, email addresses, fax lines, bulletin boards or contact/signup forms; or

1. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons;

5. Violations

- a. *Disclaimer*. SiteLock expressly disclaims any obligation to monitor its Customers and other Users with respect to violations of this AUP. SiteLock has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any Web site.
- b. Reporting Non-Copyright Violations. SiteLock encourages Users to report violations of this policy by e-mail to: abuse@sitelock.com, including in any such report the name of the offending domain and the type of abuse in the "subject" field of the e-mail.
- c. Remedies. If SiteLock learns of a violation of this AUP, SiteLock will respond to the applicable Customer and may, in SiteLock's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:
 - i. Warn the Customer; and/or
 - ii. Suspend the offending Customer from the Services; and/or
 - iii. Terminate the offending Customer from the Services; and/or
 - iv. Impose fees or charges on the offending Customer account in accordance with the applicable service contract; and/or
 - v. Take other action in accordance with this AUP, the applicable service contract or applicable law.
- 6. **Reservation of Rights**. SiteLock reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving SiteLock's Services, Customers and other Users. SiteLock reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations. SiteLock may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this AUP and each Customer agrees that SiteLock is authorized to monitor its communications through SiteLock's network for such purposes.

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