

# ACCEPTABLE USE POLICY (AUP)

## Introduction

This Acceptable Use Policy is an agreement between Customer and Solution Technologies, Inc. (hereinafter referred to as STI). This agreement applies to Customer's account(s) with STI. PLEASE READ THIS DOCUMENT CAREFULLY and retain it for future reference. Please note that the information contained herein is subject to change without notice. Customer agrees to periodically consult this website for changes or amendments to this Agreement. STI may, but is under no obligation to, provide notices of any amendment, modification or update of this Agreement via e-mail to Customers.

STI's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what STI expects of them while using the service. All users of STI's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of STI Services constitutes acceptance and agreement to STI's AUP as well as STI's TOS (Terms of Service)

IMPORTANT NOTICE: All Payments to STI are Non-Refundable.

We support the uncensored flow of information and ideas over the Internet, and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. STI may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation(s) of this AUP may result in the suspension or immediate termination of either your account with STI WITHOUT PRIOR NOTICE.

The following are guidelines for the establishment and enforcement of STI's AUP:.

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

STI intends to provide its customers access to everything the Internet has to offer. While the STI is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the STI and the Internet and cannot be permitted under the guise of free speech. The resources of the STI and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

## Bulk or Commercial E-Mail

You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, you must obtain STI's advance approval for any bulk e-mail, which will not be given unless you are able to demonstrate all of the following to STI's reasonable satisfaction:

- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;

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- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and STI's requests to produce consent evidence within 72 hours of receipt of the request.
- You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours;
- You must post an e-mail address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints; and
- You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using your STI service, 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 or an e-mail address hosted via your STI service. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

STI may test and otherwise monitor your compliance with its requirements, and may block the transmission of e-mail that violates these provisions.

**IMPORTANT NOTICE: BEGINNING IMMEDIATELY**, anyone using any of STI' services that supports spammers, or cause any of our IP address' to be listed in any of the various Spam Databases will have their domain immediately removed from our servers. The domain will not be reinstated until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reinstatement and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the domain from our servers without notice to the customer. Any domain guilty of a second violation WILL be immediately and permanently removed from our server without notice.

### **E-mail / News Bombing**

Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending STI account.

### **E-mail / Message Forging**

Forging any message header, in part or whole, of any electronic transmission, originating or passing through the STI service is in violation of this AUP.

### **Offensive Content**

You may not publish or transmit via STI's network and equipment any content or direct links to any content that STI reasonably believes:

- Constitutes, fosters, or promotes child pornography;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 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;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;

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- clearly infringes on another person's trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to STI; or
- is otherwise malicious, fraudulent, or may result in retaliation against STI by offended viewers.

### Copyrighted Material

Content "published or transmitted" via STI's network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

- You may not use STI's network or equipment to download, publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:
- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
- You are otherwise permitted by established United States copyright law to copy the work in that manner.

STI may terminate the service of repeat copyright infringers.

### Copyright Infringement Notice (Digital Millennium Copyright Act)

If you believe your copyright is being infringed by a person using the STI network, please send your written notice of copyright infringement to:

Solution Technologies, Inc.  
2428 S 165 Ave  
Omaha, NE 68130  
abuse@Solution-Tech.com

Your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit STI to locate the material;
- Information reasonably sufficient to permit STI to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### Cooperation with Investigations and Legal Proceedings

STI may, without notice to you:

- Report to the appropriate authorities any conduct by you that it believes violates applicable criminal law, and
- Provide any information it has about you in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

### Unauthorized access

Use of the STI service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of STI's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending STI account is subject to immediate termination.

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## Collection of personal data

Use of the STI service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

## Network disruptions and unfriendly activity

Use of the STI service for any activity which affects the ability of other people or systems to use STI Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. STI will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

## Distribution of Viruses

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

## Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- Users who violate systems or network security may incur criminal or civil liability. STI will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## Network Performance

STI accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of STI systems or networks. STI reserves the right to terminate or limit such activities.

## Reporting Violations of STI AUP

STI requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at [abuse@Solution-Tech.com](mailto:abuse@Solution-Tech.com).

If available, please provide the following information:

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- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. STI may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Customer's account
- Terminate the Customer's account
- Bill the Customer for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

### Consequences of Violation of AUP

STI may without notice to you, suspend your service or remove any content transmitted via the STI service if it discovers facts that lead it to reasonably believe your service is being used in violation of this AUP. You must cooperate with STI's reasonable investigation of any suspected violation of the AUP. STI will attempt to contact you prior to suspension of network access to your service(s), however, prior notification is not assured.

You are strictly responsible for the use of your STI service in violation of this AUP, including use by your customers, and including unauthorized use.

STI will charge you an hourly rate for AUP breach recovery (currently \$250.00) plus the cost of equipment and material needed to

1. Investigate or otherwise respond to any suspected violation of this AUP, remedy any harm caused to STI or any of its customers by the use of your service in violation of this AUP,
2. respond to complaints, including complaints under the Digital Millennium Copyright Act, respond to subpoenas and other third party requests for information as described in the Master Services Agreement, and
3. have STI's Internet Protocol numbers removed from any "blacklist" such as SPEWs or other abuse databases

### Amendments to 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 in accordance with our Master Services Agreement to further detail or describe reasonable restrictions on your use of our services.

### Disclaimer

STI is under no duty, and does not by this AUP undertake a duty, to monitor or police our customers' activities and disclaims any responsibility for any misuse of the STI servers, and network. STI disclaims any obligation to any person who has not entered into an agreement with STI for services.