



ACCEPTABLE USE POLICY

1. General Information.

As used herein, the term "Subscriber" or "Subscribers" shall include any and all users, customers, subscribers, affiliates (including without limitation customers or non-customers to whom PortoSpire provides links or banners to promote the services or products of PortoSpire or any third party the services or products of which are offered by or obtained through or in connection with PortoSpire), resellers or others (i) who sign up for, use or obtain services or products from PortoSpire or from any third party services or products of which are offered by or obtained through or in connection with PortoSpire, or (ii) who visit the Web site of PortoSpire or of any such third party. As a provider of Internet/World Wide Web access, Web site hosting, and other Internet-related services, PortoSpire, ("PortoSpire") offers Subscribers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. PortoSpire respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, PortoSpire reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, PortoSpire has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each Subscriber's respective service agreement and is intended as a guide to the Subscriber's rights and obligations when utilizing PortoSpire's services. This AUP will be revised from time to time. A Subscriber's use of PortoSpire's services after changes to the AUP are posted on PortoSpire's web site, under the Terms of Service section, will constitute the Subscriber's acceptance of any new or additional terms of the AUP that result from those changes. 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 judgement and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Subscribers or others obtain information through the Internet, they must keep in mind that PortoSpire cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgement 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 PortoSpire cannot monitor or censor the Internet, and will not attempt to do so, PortoSpire cannot and does not

accept any responsibility for injury to its Subscribers or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Subscribers or others disseminate information through the Internet, they also must keep in mind that PortoSpire does not review, edit, censor, or take responsibility for any information its users, customers, subscribers or others may create. When Subscribers or others 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 PortoSpire's network and may reach a large number of people, including both Subscribers and subscribers and non-subscribers of PortoSpire, Subscribers' postings to the Internet may affect others and may harm PortoSpire's goodwill, business reputation, and operations. For these reasons, Subscribers violate PortoSpire's policy and the service agreement when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein.

2. Scope.

This AUP governs the usage of products and services of PortoSpire or of any third party which are subscribed to or obtained through PortoSpire (the "Services"). This AUP is incorporated by reference into each contract PortoSpire or any such third party enters into with a Subscriber for the use of such Services. PortoSpire may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into the Terms of Service applicable to the web site of PortoSpire so that no person who utilizes the web site or services of PortoSpire (regardless of whether that person is a Subscriber) may take any action utilizing the web site of PortoSpire that a Subscriber would be prohibited to take utilizing the Services.

3. Purpose.

The purpose of this AUP is to enhance the quality of the Services and to protect Subscribers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Subscriber. Each Subscriber should use common sense and good judgement in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

4. Site Security and Updates.

PortoSpire uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's web site(s), and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, password, and registered domain name(s), as well as any and all scripts or programs added to the account by the Subscriber or authorized users. Subscriber agrees to immediately notify PortoSpire of any unauthorized uses of the Service or any other breaches of security. PortoSpire will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with any of the foregoing security obligations or



caused by any person to whom Subscriber grants access to Subscriber's Services, or due to any updates performed by PortoSpire pursuant to the terms of this section.

5. Prohibited Uses.

The uses of PortoSpire Services set forth in this section herein below are prohibited. The engaging in any prohibited use as set forth herein by Subscriber or by any affiliate or subscriber of Subscriber (as determined in the sole discretion of PortoSpire) constitutes a material breach of these Terms and will subject Subscriber's account to immediate termination without notice and without any refund.

6. Spamming.

Spamming, whether or not it overloads the Services or disrupts service to PortoSpire's Subscribers, is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, or sending to any mailing list that is not double opt in. PortoSpire requires that all email messages contain an automated opt out. We do not allow purchased lists. PortoSpire's Subscribers are required to follow all rules in the Can Spam Act (additional information at: <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>) as well as our company spam rules. PortoSpire reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list.

7. Online Pharmacies.

No Subscriber may utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.

8. Prohibited Offerings.

No Subscriber may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.

9. Profanity.

Profanity or profane subject matter in the site content and in the domain name are prohibited.

10. Private Information and Images.



Subscribers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).

11. Violations of Intellectual Property Rights.

Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. PortoSpire is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (please see the Copyright Claims Policy for more information).

12. Misrepresentation of Transmission Information.

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

13. Viruses and Other Destructive Activities.

Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

14. Hacking.

"Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

15. Export Control Violations.

The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law.

16. Child Pornography.

The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. PortoSpire is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.



17. Other Illegal Activities.

The use of the Services to engage in any activity that is determined by PortoSpire, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, failure to comply with applicable on-line privacy laws or any executive orders, as well as any rules, regulations or orders issued by the Office of Foreign Asset Controls ("OFAC"). PortoSpire will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

18. Obscene, Defamatory, Abusive or Threatening Language.

Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

19. BACKUP STORAGE.

PORTOSPIRE OFFERS ITS SERVICES TO HOST WEB SITES, NOT TO STORE DATA. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING ELECTRONIC FILES IS PROHIBITED AND WILL RESULT IN TERMINATION OF HOSTING SERVICES WITHOUT PRIOR NOTICE.

20. Other Activities.

Engaging in any activity that, in PortoSpire's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, PortoSpire's business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of PortoSpire's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Subscriber to cooperate with PortoSpire in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of these Terms by Subscriber.

21. HIPAA Disclaimer.

We are not "HIPAA compliant." Users are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. Users acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. PortoSpire does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability



Act ("HIPAA"). Customers requiring secure storage of "protected health information" under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "protected health information," as defined under HIPAA is a material violation of this User Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that PortoSpire is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact our Technical Support team.

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