



EXHIBIT C: ACCEPTABLE USE POLICY

GENERAL INFORMATION

A. General policy regarding uses and activities:

up2speed computer solutions reserves the right to take action without delay or prior notice to you in the event that you or anyone else accesses your account or server space and engages in any use or activity prohibited by this Agreement. You acknowledge that such action may include removal or loss of your content, disconnection or discontinuance of up2speed computer solutions' services, and/or termination of your account with Up2speed computer solutions. You agree that up2speed computer solutions has no liability to you or to any of your customers due to any action that up2speed computer solutions may take in such a case. You acknowledge and accept that there is a minimum US\$100.00 breach-of-agreement fee for any account suspended for violating any policy set forth in this Agreement.

B. Policy regarding law enforcement assistance:

Please see the section entitled "Disclosure of Customer Information and Legal Process" in the Master Services Agreement, available at <http://www.up2speedsolutions.com/legal/msa>.

C. Breach of Agreement:

Failure by User to adhere to the Acceptable Use Policy, or any modifications thereto will constitute a material breach of your agreement with up2speed computer solutions, LLC.

D. Updates to This Agreement:

up2speed computer solutions reserves the right to update this agreement at any time. To see your obligations regarding these updates, please review the "Modification or Amendment of Agreement" section of the Master Services Agreement, available at <http://www.up2speedsolutions.com/legal/msa>.

E. Contacting up2speed computer solutions

Please see "Contacting up2speed computer solutions" in the Master Services agreement, available at <http://www.up2speedsolutions.com/legal/msa>.

PROHIBITED ACTIONS

A. Spam and Bulk Mail Delivery:

The transmission of unsolicited or prohibited advertising or other content through electronic mail or inappropriate Usenet postings is expressly forbidden. The use of up2speed computer solutions' services or resources for unsolicited mass mailings or postings (commonly known as "Spam") by any customer will cause that customer's services to be terminated immediately and without warning, and the customer will be held legally responsible for the damages to up2speed computer solutions, both monetary and in reputation. The use of any other service to make such a mailing or posting, with any reference to up2speed computer Solutions' services (including but not limited to mailboxes, autoresponders, and Web pages), shall also be grounds for account termination and/or other corrective actions.

No more than 1000 e-mails may be sent out within a 24-hour period without up2speed computer solutions' prior written consent. Please send bulk delivery mailings through your local ISP's mail server, or any other mail server which you are authorized to use. We reserve the right to deactivate your account without prior notice should we detect bulk mail delivery conducted using it, regardless of whether it is spam or not.

B. Copyright Infringement:

Pursuant to the Digital Millennium Copyright Act, up2speed computer solutions has adopted a policy that provides for termination of websites and managed services hosted by up2speed computer solutions that are found to infringe on copyrights of third parties. You expressly acknowledge that You are aware of this provision and You waive any claims You may have should You, Your customers, or any third party be injured by the enforcement of this provision. If a copyright holder believes that there has been a violation of their copyright on a website that is hosted by up2speed computer solutions and the copyright holder demands that up2speed computer solutions remove the website or disable the material in question, up2speed computer solutions reserves the right to remove the website or disable the material if the copyright holder provides Up2speed computer solutions with all of the following information:

- a. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work that is claimed to have been or being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
- c. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.
- d. A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- e. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

C. Denial of Service Attack:

Denial of Service Attacks are strictly prohibited. Any account launching a Denial of Service from our server(s) against any other server will be terminated without prior notice.

D. Illegal use:

Our services may not be used for illegal purposes, or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in the United States of America, it is not permitted to reside on our servers. If illegal content or usage is found, the account will be suspended and/or terminated immediately, with no prior notice. Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. Examples of non-acceptable content or links: Pirated software, Cracks, Wearez, Hackers, Hacking/Cracking programs or archives, Free Hosting, Warez sites(including links to/from), MP3, OGG, AVI, MPEG, ISO, NRG, etc., and IRC bots.

E. Harm to minors:

Use of our service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography is prohibited. Violation of this policy will result in immediate termination of your service and a report will be made to law enforcement authorities.

F. Threats:

Use of our service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.

G. Harassment:



Use of our service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another is prohibited.

H. Fraudulent activity:

Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters" is prohibited. This also includes any knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

I. Forgery or impersonation:

Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Forging any message header, in part or whole, of any electronic transmission, originating or passing through our service is in violation of the TOS. The use of anonymous remailers or nicknames does not constitute impersonation.

J. Unauthorized access:

Use of our service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ours 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 account is subject to immediate termination. You may not attempt to circumvent user authentication or security of any host, network or account.

K. Misuse:

Actions prohibited by up2speed computer solutions include but are not limited to the following actions. You agree not to engage in these actions:

- a. Operating any service which makes an account feature available to third parties for any use other than normal access to that account's web site.
- b. Operating any service which enables or assists anonymous or abusive behavior by third parties.
- c. Operating any service which affects the stability or reliability of any Up2speed computer solutions' server or network component, impacts other users or the company negatively, or degrades quality of service.
- d. Reselling autoresponders to third parties.
- e. Running a service like hotmail.com, pobox.com, tripod.com, linkexchange.com, or thecounter.com.
- f. Running cgi scripts for other sites.
- g. Hosting a remailer.
- h. Running any script, executable or other program or process on up2speed computer solutions' servers or other equipment that will in any way adversely affect the performance of said equipment.

All account features are to be used solely in order to develop and implement the web site(s) and managed services associated with that account. Resellers may make reasonable use of account features shared between multiple accounts under their primary Reseller account. up2speed computer solutions reserves the right to discontinue service for any system whose maintainer is unable or unwilling to control misuse, abuse or related problems.

PROHIBITED PROGRAMS

A. Banned Scripts:

The following scripts are banned from use on our servers and may not be uploaded or run. Reasons for banning them include adverse effects on server load, invitations to hackers/spammers/criminal activity, etc.

- a. IRC (Internet Relay Chat) egg drops, scripts or bots
- b. Proxy servers
- c. Mail bombers
- d. Anonymous mailers
- e. The Anonymizer
- f. IP spoofers
- g. Port scanners
- h. nph-proxy
- i. UBB (Ultimate Bulletin Board, all versions)
- j. Ikonboard, Yabb (all versions)
- k. PHP-NUKE
- l. Istmrge.cgi

B. Background Running Programs (services/daemons):

Background daemons in general are prohibited, we will consider requests on a case by case basis. If allowed, extra charges will be assessed based on resources on system maintenance needed.

PROHIBITED CONTENT

A. Harmful files:

You may not post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component.

B. Redistribution:

You may not post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material).

C. Adult Content:

Adult-oriented content is strictly prohibited on up2speed computer solutions' servers. Sites providing or aiding access to pornographic materials in image, video, and audio formats are considered adult-oriented whether or not an adult verification process is offered, and whether or not they are intended for commercial or free use. up2speed computer solutions does reserve the right to make exceptions for special cases, including but not limited to educational sites.