



CERANET, INC. ACCEPTABLE USE POLICY (AUP)

This AUP applies to all Users of CeraNet's Network or Services. A User is anybody or anything that accesses or uses CeraNet's Network or Services, including, but not limited to, people, systems and/or devices as well people who own, manage, or control systems and devices. CeraNet reserves the right to deny, terminate or suspend access to any User for violations of this AUP or for any other reason that CeraNet deems appropriate.

This AUP is incorporated by reference in the Service Agreement for CeraNet Clients. CeraNet may suspend or terminate services to Clients for violating this AUP in accordance with the Service Agreement.

CeraNet may block, deny access to, quarantine or delete data stored on a shared hosting system that is managed by CeraNet that is in violation of this AUP.

Inquiries regarding this AUP should be directed to abuse@cera.net.

ABUSE

Users may not use the CeraNet Network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of networks, servers, computers, devices, systems, data, software, services or any other information;

- Unauthorized attempts to probe, sniff, scan or test the vulnerability of networks, systems or services whether by passive or intrusive techniques;

- Unauthorized attempts to breach security or authentication measures whether by passive or intrusive techniques;

- Monitoring data, traffic, bandwidth or usage of networks or systems - Clients have the right to monitor against only those services for which they subscribe, but no rights to publish or distribute any information collected that relate to CeraNet's Network or Services;

- Interfering with networks, devices, data, software or services including, but not limited to, attacks by email, denial of service attacks, broadcast attacks, or any deliberate attempt to overload a system;

- Collecting or using email addresses, screen names, or other identifiers without the consent of the person identified, including, but not limited to, phishing, spidering, harvesting, packet sniffing, and Internet scamming;

- Use of false, misleading, or deceptive information, including, but not limited to, email messages, email headers, TCP/IP packet information, web site content or any misleading material that references web sites hosted at CeraNet;

- Distribution, installation, use or storage of software that covertly monitors, gathers or transmits information including, but not limited to, mpack software and keystroke loggers;

- Collecting or using information without the consent of the owner of the information;

- Distribution, use or storage of illegal content or software;

- Distribution, use or storage of viruses, trojans, malware, corrupt data and data that has the potential to infect or corrupt any other network or service;

- Any conduct that may increase the likelihood of an attack against CeraNet or any other User.

- Clients must maintain valid and current information on file with CeraNet;

CeraNet has the right, but not the obligation, to monitor compliance with these requirements and may deny, terminate or suspend access to services of any User that is in violation of this AUP.



CONTENT

Users may not use the CeraNet network or services to access, publish, distribute, use, or store Content as described below:

Content that is illegal or solicits conduct that is illegal under laws applicable to you or to CeraNet;

Content that CeraNet deems to be malicious or fraudulent;

Pornography, regardless of whether it is illegal or not;

Content that constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;

Content that is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;

Content that is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

Content that is defamatory or violates a person's privacy;

Content that 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;

Content that improperly exposes trade secrets or other confidential or proprietary information of another person;

Content that is intended to assist others in defeating technical copyright protections;

Content that infringes on another person's copyright, trade or service mark, patent, or other property right;

Content that promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;

Content that is protected by Copyright law unless expressly authorized by the Copyright owner.

CeraNet has the right, but not the obligation, to monitor compliance with Content requirements and may deny, terminate or suspend access to services that are in violation of this AUP.



EMAIL

Users must comply with all laws and regulations applicable to bulk or commercial email. Clients must meet the email usage requirements in the Service Agreement and, in addition, all Users must meet the following email requirements:

No User shall send spam or unsolicited commercial email to or from CeraNet's network or services.

Users must assist with an investigation of suspected bulk or commercial email violations by complying with requests from CeraNet within 48 hours;

Recipients must give their consent to receive email from you via some affirmative means, such as an opt-in procedure;

Recipients must have a procedure to revoke consent for email and must honor revocations of consent within 72 hours;

Users must have the means to track identifiable and anonymous complaints;

Users may not sell, transfer or use email recipient information after a revocation of consent has been made by the recipient;

Users must not use a third party service to send email in violations of the AUP that references content, domain names, IP addresses or any other resource on CeraNet's network or services.

Users must not obscure or falsify the source of email in any manner;

Users must maintain a clean rating on all popular abuse databases and blacklists including, but not limited to, Spamhaus, Spamcop, Sorbs, etc.;

If an IP address or range of IP addresses owned by CeraNet is listed on an abuse database then it is the responsibility of the Client to whom the IP is assigned to immediately rectify the cause and have the IP de-listed from the database;

CeraNet has the right, but not the obligation, to monitor compliance with email requirements and may deny, terminate or suspend access to services that are in violation of this AUP.

SLA

No credit will be provided under the provisions of the SLA in connection with violations of this AUP.