

Hosting Acceptable Use Policy

General Conduct

The Webformix network, including the websites operated by Webformix (collectively, the "Webformix Network"), may be used only for lawful purposes. Users may not use the Webformix Network in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.

System and Network Security

Users are prohibited from violating or attempting to violate the security of the Webformix Network, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading "flooding", "mail bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. Webformix will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in who are involved in such violations.

E-Mail

Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Webformix Network, including, without limitation, using an e-mail account on Webformix's network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Webformix Network. In addition, Users may not use the Webformix Network in order to (a) send e-mail messages which are excessive and/ or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet Service Provider, or (f) use an e-mail box exclusively as a storage space for data.

Child Pornography

Webformix will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the Webformix network, and will be liable for illegal material posted by their clients. According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the

dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years. No credits will be issued for any interruption in service resulting from policy violations. Violations of the Child Protection Act may be reported to the U.S. Customs Agency at icpicc@customs.treas.gov

Responsibility

Webformix takes no responsibility for any material input by others and not posted to the Webformix Network by Webformix. Webformix is not responsible for the content of any other websites linked to the Webformix Network; links are provided as Internet navigation tools only.

Suspension; Termination

Any User which Webformix determines to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at Webformix's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided, however, that if Webformix deems it necessary, it may immediately suspend or terminate such User's service without issuing such a warning. Users which Webformix determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Privacy

Any User interacting with our site and providing Webformix with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits Webformix to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. For each visitor to our Web Site, our Web server recognizes only the visitor's domain name, not the e-mail address. We collect information volunteered by the visitor, such as form submittals and/or site registrations. This information is used to improve the content of our Web site, it is not shared with other organizations for commercial purposes. Any User who does not wish to receive further contacts from Webformix should send Webformix a specific request (i.e., stating do not use or do not share or both) by certified mail or by regular mail clearly marked "Privacy-Urgent" addressed as follows: Webformix, 67 NW Hawthorne Ave., Bend, OR 97701-2915. Webformix does not sell, rent or otherwise disclose its mailing lists to third parties.

Webformix reserves the right to revise its policies at any time.

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