ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") describes activities prohibited on the NETdepot network to protect NETdepot and its Representatives, Services, network, and other customers. Questions regarding this policy should be directed to abuse@NETdepot.com.

1. ABUSE. Customer shall not use NETdepot's Services or network to engage in, foster, solicit or promote illegal, abusive, or irresponsible behavior, including:

1.1. conduct likely to breach any laws, codes, or regulations applicable to the parties (including conduct infringing or misappropriating intellectual property, trade secrets, confidential or proprietary information; or which is fraudulent, unfair, deceptive or defamatory);

1.2. unauthorized access to, monitoring or use of, or interference with an internet account, computer, systems, networks, data, or traffic;

1.3. intentionally, knowingly or recklessly introducing any malicious code into NETdepot's products and services;

1.4. conduct violating rules and conventions of any domain registrar, e-mail service, bulletin board, chat group, or forum used in conjunction with NETdepot Services or network (including using false, misleading or deceptive TCP-IP packet header information in an e-mail or periodical listing);

1.5. deceitfully collecting, transmitting or using information, or distributing software which covertly gathers or transmits information about a user;

1.6. distributing advertisement delivery software unless the user affirmatively consents to download and installation based on a clear and conspicuous notice of the nature of the software, and can easily remove software using standard tools included on major operating systems;

1.7. conduct likely to result in retaliation or adverse action against NETdepot or its services, network, website, or Representatives (including resulting in the listing of NETdepot IP space on an abuse database);

1.8. conduct intended to withhold or obscure identity or contact information, registering to use Services under a false name, or using an invalid or unauthorized credit card in connection with Services;

1.9. gambling activity violating any applicable codes of practice required licenses or technical standards;

1.10. use of any NETdepot provided a shared system in a way that unnecessarily interferes with the normal operation of the shared system or consumes a disproportionate share of system resources; and

1.11. conduct creating a risk to safety or health, national security or law enforcement.

2. OFFENSIVE BEHAVIOR. Customer shall not be offensive or abusive to NETdepot staff, representatives or partners. Customer shall not publish, transmit or store on or NETdepot's products and services content or links to content that NETdepot reasonably believes relates in any manner to child pornography, child endangerment, child abuse, animal cruelty, non-consensual sex acts, or live sex acts; or is excessively violent, enflames or threatens violence, contains harassing content or hate speech, violates a person's privacy, is malevolent or ethically objectionable.

3. NO HIGH RISK USE. Customer shall not use NETdepot's products and services in any situation where failure or fault of NETdepot's products and services could lead to death or serious bodily injury of any person, or to physical or environmental damage (including in connection with aircraft or other modes of human mass transportation, or nuclear or chemical facilities).

4. MAIL REQUIREMENTS. For bulk or commercial e-mail sent by or on behalf of Customer using NETdepot's products and services or from any network that directly or indirectly refers recipients to a site hosted using NETdepot's products and services (including using third party distribution lists), Customer shall:

  4.1. post a privacy policy for each associated domain;

  4.2. post an e-mail address for complaints in a conspicuous place on any associated website, promptly respond to messages sent to that address, and have means to track anonymous complaints;

  4.3. obtain affirmative consent to receive e-mail from intended recipients using reasonable means to verify ownership of the e-mail address, honor and notify recipients of consent revocation, and evidence consent within 72 hours of recipient or NETdepot request; and

  4.4. include the recipient's e-mail address in the e-mail body or "TO" line.

5. VULNERABILITY TESTING. Customer shall not attempt to test the vulnerability of a NETdepot system or network, or attempt to breach NETdepot security measures, by any means (Customer may conduct vulnerability testing of their Managed Infrastructure only with NETdepot's prior written consent).

6. EXPORT CONTROL. Customer shall ensure Services are not used in breach of export laws, controls, regulations or sanction policies of the United States or Customer's applicable jurisdiction. Customer shall ensure Services are not used by any person or entity suspected of involvement or affiliation with those involved in activities or causes relating to: human trafficking; illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical, or biological weapons, weapons of mass destruction, or missiles.

7. COOPERATION WITH INVESTIGATIONS AND PROCEEDINGS. Customer agrees NETdepot may permit a relevant authority to inspect Customer's content or traffic if NETdepot is legally required to do so, provided NETdepot gives Customer reasonable prior notice (where permitted by applicable law and regulation). NETdepot may report to appropriate authorities any Customer conduct NETdepot believes violates applicable law without notice to Customer (including providing any information about Customer, its users or traffic). NETdepot may cooperate in response to a formal request from a law enforcement or regulatory agency investigating conduct NETdepot believes violates applicable law, or in a civil action that on its face meets the requirements for such a request.

8. DOMAIN NAMES, IP ADDRESSES AND DNS RECORDS. Customer shall maintain valid information with Customer's domain name registrar for any domain hosted on the NETdepot network, and only use IP addresses assigned to Customer by NETdepot in connection with NETdepot's products and services excepting when customer has their own direct IP allocation which are announced by NETdepot. Customer agrees NETdepot may modify, transfer or delete any DNS record or zone on NETdepot managed or operated DNS servers or services upon request from the registrant or administrative contact according to the registrar's WHOIS system.

9. CHANGES TO AUP. NETdepot may amend the AUP by publishing a revised version at www.NETdepot.com/ /legal,, or in the event of a material adverse AUP change by providing Customer 30 days written notice. The revised AUP shall become effective as to Customer on the first to occur of:
(i) Customer's execution of a new or additional agreement for all or part of NETdepot's products and services incorporating the revised AUP, (ii) the first day of an Agreement renewal term beginning at least 30 days after revised AUP publication, or (iii) expiry of written notice of material adverse AUP change. If compliance with the revised AUP would adversely affect Customer's use of NETdepot's products and services, Customer may terminate the affected Services (without payment of an early termination fee) by giving NETdepot written notice of Customer's objection no later than 30 days following the date that the revised AUP would otherwise have become effective

as to Customer; Customer may continue using NETdepot's products and services for up to an additional 90 days subject to the prior version of the AUP; and NETdepot may decide to waive the AUP change as to Customer in which case the notice of termination shall be of no effect.

10. AUP BREACH. If Customer breaches the AUP (including unintentionally, resulting from Customer's failure to use reasonable security precautions, or as a result of activity occurring without Customer authorization) NETdepot may block any content or traffic, suspend NETdepot's products and services, or terminate NETdepot's products and services in accordance with the Agreement. No credit shall be available under any Service Level Agreement for interruptions of Services resulting from AUP breach. Customer's use of NETdepot's products and services to assist another person in an activity that would breach this AUP if performed by Customer is an AUP breach.