



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • abuse@kethyr.com

Acceptable Use Policy

Last Modified July 8th, 2005

As a provider of Website hosting, and other Internet-related services, Kethyr Solutions offers its customers (also known as Clients), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Kethyr Solutions respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Kethyr Solutions reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Kethyr Solutions has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Kethyr Solutions' services. This AUP may be revised from time to time. A customer's use of Kethyr Solutions' services after changes to the AUP are posted on Kethyr Solutions' Website, www.kethyr.com/notices.htm, will constitute the customer'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 judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that Kethyr Solutions cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment 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 Kethyr Solutions cannot monitor or censor the Internet, and will not attempt to do so, Kethyr Solutions cannot accept any responsibility for injury to its customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When customers disseminate information through the Internet, they also must keep in mind that Kethyr Solutions does not review, edit, censor, or take responsibility for any information its customers may create. When users 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 Kethyr Solutions' network and may reach a large number of people, including both customers and noncustomers of Kethyr Solutions, customers' postings to the Internet may affect other customers and may harm Kethyr Solutions' goodwill, business reputation, and operations. For these reasons, customers violate Kethyr Solutions policy

(Continued on next page)



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • abuse@kethyr.com

Acceptable Use Policy

Last Modified July 8th, 2005

and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming - Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward Kethyr Solutions, but also because it can overload Kethyr Solutions’ network and disrupt service to Kethyr Solutions customers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Kethyr Solutions has the discretion to determine from all of the evidence whether the e-mail recipients were from an “opt-in” e-mail list.

Intellectual Property Violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Kethyr Solutions is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Kethyr Solutions’ policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials - Using Kethyr Solutions’ network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Kethyr Solutions is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Kethyr Solutions’ network.

Defamatory or Abusive Language - Using Kethyr Solutions’ network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks - Accessing illegally or without authorization computers, accounts, or networks belonging

(Continued on next page)



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • abuse@kethyr.com

Acceptable Use Policy

Last Modified July 8th, 2005

to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations - Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups - Kethyr Solutions reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities - Engaging in activities, whether lawful or unlawful, that Kethyr Solutions determines to be harmful to its customers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer. Kethyr Solutions will not, as an ordinary

(Continued on next page)



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • abuse@kethyr.com

Acceptable Use Policy

Last Modified July 8th, 2005

practice, monitor the communications of its customers to ensure that they comply with Kethyr Solutions policy or applicable law. When Kethyr Solutions becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a Website, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Kethyr Solutions also is aware that some of its customers may be, themselves, providers of Internet services, and that information reaching Kethyr Solutions' facilities from those customers may have originated from a customer of the customer or from another third-party. Kethyr Solutions does not require its customers who offer Internet services to monitor or censor transmissions or Websites created by customers of said customers. Kethyr Solutions has the right to directly take action against a customer of its customer. Also, Kethyr Solutions may take action against the Kethyr Solutions customer because of activities of a customer of said customer, even though the action may affect other customers of said customer. Similarly, Kethyr Solutions anticipates that customers who offer Internet services will cooperate with Kethyr Solutions in any corrective or preventive action that Kethyr Solutions deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Kethyr Solutions policy.

Kethyr Solutions also is concerned with the privacy of on-line communications and Websites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Kethyr Solutions urges its customers to assume that all of their on-line communications are insecure. Kethyr Solutions cannot take any responsibility for the security of information transmitted over Kethyr Solutions' facilities.

Kethyr Solutions will not intentionally monitor private electronic mail messages sent or received by its customers unless required to do so by law, governmental authority, or when public safety is at stake. Kethyr Solutions may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Kethyr Solutions may disclose information, including but not limited to, information concerning a customer, a transmission made using our network, or a Website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Kethyr Solutions assumes no obligation to inform the customer that customer information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Kethyr Solutions may disclose

(Continued on next page)



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • abuse@kethyr.com

Acceptable Use Policy

Last Modified July 8th, 2005

customer information or information transmitted over its network where necessary to protect Kethyr Solutions and others from harm, or where such disclosure is necessary to the proper operation of the system.

Kethyr Solutions expects that its customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate Kethyr Solutions policy. Finally, Kethyr Solutions wishes to emphasize that in signing the service agreement, customers indemnify Kethyr Solutions for any violation of the service agreement, law, or Kethyr Solutions policy, that results in loss to Kethyr Solutions or the bringing of any claim against Kethyr Solutions by any third-party. This means that if Kethyr Solutions is sued because of a customer's or customer of a customer's activity, the customer will pay any damages awarded against Kethyr Solutions, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Kethyr Solutions and its customers, as responsible members of the Internet. Any complaints about a customer's violation of this AUP should be sent to abuse@kethyr.com.