

## Acceptable Use Policy

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As a provider of web site hosting and other Internet-related services, Zio Inc. offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Zio Inc. respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Zio Inc. reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Zio Inc. 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 using Zio Inc.' services. This AUP will be revised from time to time. We will however notify you when the AUP is updated.

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 it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Zio Inc. cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber 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 may be sexually explicit or otherwise offensive. Because Zio Inc. cannot monitor or censor the Internet, and will not attempt to do so, Zio Inc. cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that Zio Inc. does not review, edit, censor or take responsibility for any information its subscribers 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 created is carried over Zio Inc.' network and may reach a large number of people, including both subscribers and non-subscribers of Zio Inc., subscribers' postings to the Internet may affect other subscribers and may affect Zio Inc.' goodwill, business, reputation or operations. For these reasons, subscribers violate Zio Inc. policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

**Spamming:**

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Zio Inc., but also because it can overload Zio Inc.' network and disrupt service to Zio Inc.' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Zio Inc. will investigate and shutdown the account that is SPAMing. A \$250 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore Zio Inc. reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should Zio Inc. choose to pursue and prosecute.

**Audio/Video Streaming:**

Audio/Video Streaming is not hosting friendly. As such, Zio Inc. does not allow any streaming of audio or video content. Offending accounts will be suspended without noticed or terminated.

**Adult-Oriented Content:**

Zio Inc. does allow adult content however any law related incidents on content will suspend/terminate any offending account.

**Large File Policy:**

Zio Inc. is not for file hosting and distribution - as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail [info@zioinc.com](mailto:info@zioinc.com). One way to dismiss this policy is by purchasing a dedicated server.

**Obscene Speech or Materials:**

Using Zio Inc.' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Zio Inc. is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

**Defamatory or Abusive Language:**

Using Zio Inc.' network as a means to transmit or post negative, 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 to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may 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, mail bombing 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.

**Facilitation 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, mail bombing, 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:**

Zio Inc. 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, but not limited to, 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 Zio Inc. determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Zio Inc. will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Zio Inc.' policy or applicable law. However, when Zio Inc. becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by Zio Inc..

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

Zio Inc. will not intentionally monitor private electronic mail messages sent or received by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Zio Inc. may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Zio Inc. may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Zio Inc. assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Zio Inc. may disclose subscriber information or information transmitted over its network where necessary to protect Zio Inc. and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Zio Inc. will never sell information to other services or outside companies.

Zio Inc. expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Zio Inc. policy. Finally, Zio Inc. wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Zio Inc. for any violation of the Service Agreement, law or Zio Inc. policy resulting in loss to Zio Inc. or the bringing of any claim against Zio Inc. by any third party. This means that, if Zio Inc. is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against Zio Inc., plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Zio Inc. and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [info@zioinc.com](mailto:info@zioinc.com).

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