

ACCEPTABLE USE POLICY

The following is vlan24.com's Acceptable Use Policy ("AUP"). By using vlan24.com's Hosting services ("Services"), you agree to comply with this AUP. You also agree to require your end users to comply with this AUP. Vlan24.com reserves the right to amend this AUP at any time, with or without notice to you. Vlan24.com agrees to post any changes to this AUP on the Vlan24.com Homepage (located at: www.vlan24.com) and you agree to periodically review this AUP as modified from time to time. You agree to be bound to this AUP, as modified from time to time, every time you use or access the Services. You affirm that you have read this Policy and understand, agree and consent to its terms and conditions.

Pursuant to your Hosting Services Agreement, Vlan24.com may, at its sole discretion, immediately terminate your access to the Services if your conduct violates (or appears to violate) the AUP. In addition, Vlan24.com may, at its sole discretion, immediately terminate your access to the Services, if any of your end users violate the AUP.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services (nor will you permit an end user to use the Services) for any purpose that is unlawful or otherwise prohibited by this AUP. You may not use the Services (nor will you permit an end user to use the Services) in any manner that could damage, disable, overburden, or otherwise impair any of the Services offered by Vlan24.com, or any services offered by a third party, or interfere with any other party's use and enjoyment of any of our Services. You may not (nor will you permit your end users to) attempt to gain unauthorized access to any Service, other accounts, computer systems or networks connected to our network through hacking, password mining or any other means. You may not (nor will you permit your end users to) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

USE OF SERVICES

The Services are designed to enable you and your end users to communicate with others via the Internet. You agree to use the Services (and to require your users to use the Services) only to post, send and receive messages and material that is proper and, when applicable, related to the particular Service. By way of example, and not as a limitation, you agree that when you (or your end users are) using a Service, you (and your end users) will not:

- A. Use the Service in connection with unlawful contests, lotteries, or gambling; pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- B. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- C. Publish, post, upload, distribute, traffic or disseminate any defamatory, obscene, or otherwise unlawful content, such as child pornography.
- D. Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation.
- E. Upload, or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as

limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do same.

- F. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- G. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's property.
- H. Use of meta tag searches on the website.
- I. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- J. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- K. Restrict or inhibit any other user from using and enjoying the Services.
- L. Violate any code of conduct or other guidelines which may be applicable for any particular Service.
- M. Harvest or otherwise collect information about others, including e-mail addresses, except as needed to operate your site and as permitted in your site's privacy policy (if any).
- N. Violate any applicable laws, policies, or regulations.
- O. Create a false identity for the purpose of misleading others. Any fraudulent, deceptive or unfair transactions or trade practices are strictly forbidden. You agree to fully comply with the United States Federal Trade Commission ("FTC") statutes and regulations (if you do business in the United States or with United States based customers), and any related rules, policies, and advisory opinions issued by the FTC.
- P. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
- Q. You agree to indemnify and hold Vlan24.com harmless from any and all liabilities, claims, damages (including attorney's fees), threatened or incurred as a result of your activities.
- R. Use the service for any public IRC interconnections. i.e. hosting an irc daemon or reselling / providing shell services where irc clients and or bots are utilized.
- S. Use the service for a primary business of email services. This may include free email services to the public, opt-in lists, double opt-in, or any matter of regular bulk email services.

Vlan24.com reserves the right at all times to disclose any information as Vlan24.com deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Vlan24.com's sole discretion.

Vlan24.com does not control or endorse the content, messages or information found in any Service

and, therefore, Vlan24.com specifically disclaims any liability with regard to the Services and any actions resulting from your participation in any Service.

MATERIALS PROVIDED TO VLAN24.COM FOR POSTING

Vlan24.com does not claim ownership of the materials you provide to us to post, upload, input or submit to any Service (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Vlan24.com permission to use your Submission in connection with your site, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of a Service.

No compensation will be paid with respect to the use of your Submission, as provided herein. Vlan24.com is under no obligation to post or use any Submission you may provide and Vlan24.com may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this AUP, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.