

Acceptable Use Policy

Introduction

All users of the products, services and equipment provided by us (Services) must comply with this Acceptable Use Policy (AUP). This AUP is part of our Terms of Service (TOS). Your use and/or continuation of the Service constitutes your acceptance of this AUP. It is your responsibility, and contractual obligation, to ensure that your affiliates, agents, and/or customers (End User(s)) comply with this AUP.

You expressly understand that the evolving nature of the Internet and on-line commerce makes it necessary for us to reserve the right to make changes to this AUP at any time, and without notice. This AUP may not represent all possible ways in which you or an End User engage in unacceptable behavior. Appliedi encourages prospective customers to carefully review sections of this AUP covering E-Mail/SPAM, Intellectual Property Violations, and Security. A thorough review of those sections, and the entire AUP, may help avoid creating issues under it that will cause Appliedi to take action, up to, and including, termination of a customer's account. Services we provide may be subject to other acceptable use policies. Appliedi will provide these acceptable use policies to you on request. Appliedi reserves the right to determine, in our exclusive judgment, what activities are unacceptable. The version of this AUP, available here (is there going to be a hyperlink here?), is the most recent.

1. Scope and Purpose

Appliedi does not review, edit, censor, or take responsibility for any information customers or End Users may create. Because of this, Appliedi cannot, and does not, accept any responsibility from customers, End Users, or third parties, resulting from inaccurate, unsuitable, offensive, or illegal content or transactions.

Customers violate this AUP when they or End Users engage in activities prohibited by it. It is a customer's responsibility and contractual obligation to ensure that End Users comply with this AUP. Appliedi expects that customers will cooperate with it in the enforcement and administration of this AUP. A customer's failure to do so is a violation of their contract.

Any use of Customer's account, server, or any other service provided by Appliedi will be considered use by the individual or entity set out in Appliedi's records as the owner, or principal contact. This individual or entity will be held responsible for all contractual obligations including violations of this AUP.

2. Contacting us about Abuse and Requests for Information about Customers and End Users

Individuals who contact Appliedi about this AUP, the behavior of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests. Appliedi does not respond to anonymous correspondence, and will refer individuals who deliberately attempt to mislead us regarding their identity, or the basis for their complaints, to appropriate law enforcement officials.

E-mail addresses used to contact Appliedi are set out within this AUP. Please note that Appliedi has created special addresses for certain types of complaints. Complaints misdirected by a Customer or End User may not be responded to by Appliedi. Complaints submitted to Appliedi are not confidential and may be forwarded to Appliedi's customer or law enforcement, without notice. Appliedi does not recognize requests that complaints be kept confidential, and will not honor those requests. Some abuse complaints may not receive a reply depending on the volume of abuse complaints about that particular issue.

Appliedi may disclose information, including information that Customers or End Users consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request which appears to be valid. Appliedi may also disclose such information when it is necessary for us to protect our business, or others, from harm. **Appliedi assumes no obligation to inform Customers or End Users that Appliedi has provided this type of information unless Appliedi has affirmatively agreed to do so.** In some cases Appliedi may be prohibited by law from giving such notice.

Our customer service and support staff have been trained to handle sensitive matters with diplomacy and tact. While we understand that often times customers become frustrated by technical issues, we expect our staff to be treated with the same respect that customers expect from us. Should customers abuse our staff members, we reserve the right to terminate a customer's use of the Services, without penalty or refund.

3. The Services may be used for lawful purposes only.

Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, this AUP, or our TOS, is prohibited. You may not use the Service to directly facilitate the violation of any law or regulation, including, but not limited to:

- forging, misrepresenting, omitting or deleting message headers, return mailing information, and/or internet protocol addresses, to conceal or misidentify the origin of a message;
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- disseminating material that may cause us to be subject to attacks on our network, or that which is, but is not limited to, racist, pornographic, hateful material or those which create customer service or abuse issues for us. Under no circumstances may Appliedi's systems be used to gain access or deny access to a system without the permission of the system's owners (or rightful users);
- Probes, port-scans, sweeps and spoofing of systems without the express permission of the owners of those systems; Appliedi reserves the right to use probes, port-scans, sweeps and spoofing on any system connected to the Appliedi network in the course of performing security assessments and threat management;
- soliciting the performance of any illegal activity, even if the activity itself is not performed; and/or
- acting in any manner that might subject us to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

4. Copyright

Appliedi is registered with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (DMCA). The DMCA contains very specific criteria setting out what an allegation of copyright infringement must contain. The criteria are available at <http://www.copyright.gov/title17/92chap5.html#512>. Appliedi is not required to respond to notices that do not fall within these criteria. Please review them carefully. Under Federal Law, you may be subject to heavy civil penalties if you misrepresent your copyright interest in a DMCA complaint. Appliedi's designated agent for receipt of notices pursuant to the DMCA is:

W. David Snead, P.C.

Attention: Appliedi.com DMCA Agent
P.O. Box 53249
Washington, D.C. 20009
Facsimile: 202-318-4089

5. Trademark

Appliedi's Trademark infringement policy follows the same guidelines as the DMCA. Please include the same information you would include in your DMCA complaint when contacting Appliedi about possible trademark infringement. Notices concerning trademark infringement should be addressed to:

W. David Snead, P.C.

Attention: Appliedi.com DMCA Agent
P.O. Box 53249
Washington, D.C. 20009
Facsimile: 202-318-4089

6. Other Intellectual Property Infringement

Customers, and End Users, may not engage in activity that infringes or misappropriates the intellectual property

rights of others. This includes but is not limited to, trademarks, service marks, trade secrets, software piracy and patents. Complaints about such activity by Customers or End Users may be directed to the address at the end of this AUP.

7. Adult Content / Pornography

You may not use the Services to disseminate, transmit, advertise or store material considered to be pornographic according to the laws of the City of Boca Raton, in the State of Florida.

8. Child Pornography and related content.

Appliedi does not knowingly host sites containing Child Pornography, Child Erotica or Bestiality. For the purposes of this AUP, Appliedi does not distinguish between Child Pornography, and Child Erotica, and both are collectively referred to as Child Pornography. Customers and End Users are prohibited from using Appliedi's services to disseminate or access Child Pornography and Bestiality. Appliedi is required by law to report the use of its services to disseminate or display Child Pornography and Bestiality. Appliedi actively cooperates with law enforcement in their efforts to prosecute violations of U.S. statutes restricting Child Pornography and Bestiality, and will do so without informing Customers or End Users. Child Pornography and/or Bestiality complaints may be directed to the address at the end of this AUP. Further information about child pornography may be found at www.ncmec.org

9. Gambling.

You may not use the Services for gambling. Appliedi defines gambling as: the making, receiving, recording or forwarding of bets or offers to bet online, or the advertising of such services. Gambling includes but is not limited to pool-selling, bookmaking, maintaining slot machines, roulette wheels or dice tables, and conducting lotteries, policy, bolita or numbers games, or selling chances therein.

10. U.S. Export and Import Laws.

Customers and End Users may not use Appliedi's services to engage in a violation of U.S. export and import control laws. Violation of these laws may include selling products that may be legal to sell in the U.S., but illegal to export; or legal to sell in one country, and illegal to sell in the U.S. Customers may not use Appliedi's services to provide services to End Users with whom U.S. citizens may not do business. More information about U.S. export laws may be found at <http://www.export.gov/exportcontrols.html>

11. Subpoenas, Warrants, Document Preservation Requests and Other Requests for Information.

Law enforcement agencies who seek information about Appliedi's customers, and/or their use of Appliedi's services, are required to submit a subpoena, or other similar document, pursuant to which Appliedi is required by law to produce this information (Subpoena). Unless specifically required by law and so clearly communicated to Appliedi, the Subpoena will be transmitted to Appliedi's Customer.

Civil demands for information, such as discovery requests and similar demands (Civil Demands), must be part of a filed and pending litigation matter. Responses to Civil Demands are at Appliedi's discretion. Responses are subject to a response fee of \$250 per hour. Appliedi does not honor requests from civil litigants to limit or to pre-approve response expenses. Civil litigants are encouraged to contact Appliedi prior to serving Civil Demands in order to minimize their expense.

Appliedi understands its obligations to preserve certain electronically stored material. Parties who ask Appliedi to preserve this material, must contact Appliedi in writing, and describe specifically what information they would like preserved. Appliedi is not required to preserve information if doing so would be expensive and unduly burdensome. Examples of requests that fall within that category include, but are not limited to, requests to preserve large numbers of backup tapes and sorting of e-mail (including only preserving certain types of e-mail).

Requests under this section may be directed to the address at the end of this AUP.

12. Security

Computers are configured to facilitate their operation in Appliedi's network. This configuration may be less secure than others. Customers are encouraged to review security protocols and ensure that they have selected

the security level fitting their needs. Servers, hardware and software are generally provided to Customers in their "default" setting. These settings may not meet industry standards of security. Appliedi makes no warranties regarding the security of its network.

Appliedi makes tools available to you that are designed to make your use of the Internet more secure. These tools are provided on an AS-IS basis and are used at your own risk. You are encouraged to evaluate other methods of making your Internet transactions more secure.

Virus infections are the responsibility of the customer and must be rectified as soon as possible. Appliedi reserves the right to disconnect an infected customer if damage to other servers or third parties cannot be avoided otherwise. Notification will be sent if a disconnection is necessary, but there may be no delay between notification and disconnection.

13. SPAM

While differences of opinion may exist on what type of E-mail communication constitutes unsolicited bulk E-mail, or SPAM, Appliedi defines unsolicited commercial e-mail as e-mail that has not been requested by the recipient, is not compliant with the CAN-SPAM Act, or that, even if requested, or compliant with the CAN-SPAM Act, causes other entities to block our IP Addresses. You may not use the Service to host a site that is advertised in SPAM (a spamvertized site), even if you yourself are not engaged in spamming. If Appliedi determines that you or an End User are spamming, Appliedi will suspend or terminate your account, at our discretion.

To report violations of this paragraph, please send an e-mail to the address at the end of this AUP

Appliedi uses industry standard methods to filter outbound e-mail for SPAM. Appliedi will use commercially reasonable efforts to inform you that your outbound mail has been marked as SPAM and blocked. Please review your outbound e-mail to determine whether your e-mail has been blocked. You have the option of using a SPAM filter to scan inbound e-mail. Please familiarize yourself with this technology and its use.

14. Addresses.

Appliedi does not review anonymous inquiries. Your notice must contain, at a minimum, your first and last name, and either a working, monitored e-mail address, or a working, monitored, telephone number. If you believe that our AUP has been violated, and that the relevant paragraph addressing your concern does not have a particular notification address in it, you may send your inquiry to:

david.snead@dsnead.com

W. David Snead, P.C.

Attention: Appliedi Legal Notices

P.O. Box 53249

Washington, D.C. 20009

202-318-4089