

:: Abuse Policy ::

// Revision: November 13, 2003 //

1. **General.** 2Advanced.net and 2Advanced Studios, LLC ("2Advanced") are committed to ensuring compliance with our Acceptable Use and Service Policy ("AUP"). That is why we have adopted this Abuse Policy. This Abuse Policy is intended to describe actions that will be taken by 2Advanced when events occur over or through the 2Advanced.net network, by clients and non-clients alike, which are generally considered unacceptable to the Internet community and/or unlawful in nature. This Abuse Policy is incorporated in our hosting agreements and other policies. **Please note that by subscribing to and/or using the services provided by 2advanced.net or 2advancedstudios.net, or any derivative thereof, you are accepting the practices described in this Abuse Policy.**

2. **What events qualify as Abuse by 2Advanced.net?**

While it is impossible to identify each and every event that would qualify as Abuse herein this policy, 2Advanced has made best effort to provide a comprehensive, but not exhaustive, list of events that are considered to be Abuse under this Policy and the AUP. Abuse shall include, but is not limited to:

- (a). The sending of UCE (Unsolicited Commercial E-Mail) through the 2Advanced.net network.
- (b). The sending of any e-mail, generally considered to be "SPAM", through the 2Advanced.net network.
- (c). Unsolicited postings to newsgroups that advertise any IP or URL hosted over the 2Advanced.net network.
- (d). Any infringement of another's copyright through the 2Advanced.net network or found to exist anywhere on the 2Advanced.net network.
- (e). Any infringement of another's intellectual property rights through the 2Advanced.net network or found to exist anywhere on the 2Advanced.net network.
- (f). The publishing of any site or web pages(s) whereby photo, videos or other media has been placed showing frontal nudity of either men or women for non-scientific or non-artistic purpose.
- (g). The publishing of any site on 2Advanced's Shared or Virtual Private Servers, whereby the use of active CGI programs (Using more than 6000 seconds of CPU time within a 24 hour period) is performed.
- (h). Any event, that may or may not be described herein above, that violates or tends to violate the 2Advanced.net AUP.

3. **How specifically is SPAM Abuse handled by 2Advanced?**

According to US Code Title 47, §227(a)(2)(B), "a computer/modem/printer meets the definition of a telephone fax machine." Under §227(b)(1)(C), "it is unlawful to send any unsolicited advertisements to such equipment" and by §227(b)(3)(C), "a violation of the aforementioned Section is punishable by action to recover actual monetary loss, or \$500, whichever is greater, for each violation."

Given that "SPAM" is a federally unlawful action, and depending on the gravity of circumstances, violators may be issued a "one-time" warning e-mail. If issued, this e-mail will warn a violator that their continued violation of US Code Title 47 will result in termination of all services, **without refund**, as well as reporting to the Federal District Attorney for wanton violation of the law. Either after this "one-time" warning, or in severe instances, a party subscribing to the 2Advanced services will be notified of their termination and promptly removed and banned from 2Advanced's network. This includes, but is not limited to: The deletion of any account on the service, the deletion of any websites hosted on servers of the service, and the blocking of any and all known IP Addresses associated with party subscribing to the 2Advanced services. Instances of "SPAM" received should be reported to abuse@2advanced.net, and will be promptly investigated by a 2Advanced staff member.

It is further noted and understood that the use of 2Advanced.net services for issuing "SPAM" or bulk e-mails, in whole or in part, to willing participants (also known as "opt-in mailing") is generally considered lawful, so long as it is done for legitimate purposes and with the prior consent of the recipient. In such instances, 2Advanced would take no further action to disrupt these lawful activities. Likewise, it is permissible to send out personalized individual e-mails to individuals or companies that you have heard about that have not given you consent, but by which you have received a referral.

4. How specifically is Adult Content Abuse handled by 2Advanced?

Adult Content is classified by 2Advanced as any controversial material that tends to show frontal nudity of either men or women for non-scientific or non-artistic purposes. Moreover, it is generally noted that Adult Content is published on the Internet for the purposes of generating revenue, in whole or in part. As described in Section 2 above and in Section 2 of the AUP, this type of content is strictly forbidden from publication or solicitation on the 2Advanced.net network. This is not inclusive of, nor intended to discriminate against those who choose to utilize adult content or adult related materials for their own private use, such as through e-mail communication (and to the extent that such e-mail communication is not classified as "SPAM" or UCE).

In the event that an Adult Content Abuse is identified, and depending on the gravity of circumstances, violators may be issued a "one-time" warning e-mail. If issued, this e-mail will warn a violator that their continued violation of the 2Advanced AUP and Abuse Policy will result in termination, **without refund** of the 2Advanced services. Instances of Adult Content Abuse should be reported to abuse@2advanced.net, and will be promptly investigated by a 2Advanced staff member.

5. How specifically is Copyright Abuse handled by 2Advanced?

2Advanced is duly concerned with the protection of any owner's claim of copyright, trademark or intellectual property rights, and believes that our subscribers should also respect such rights. In the event that you believe your copyright in any material located on or within the 2Advanced.net network has been infringed, please send us a Notice of Claimed Infringement pursuant to the Digital Millennium Copyright Act of 1998 ("DMCA"). All notices must be sent to copyright@2advanced.net, and should contain the following information regarding the alleged violation:

- (a). An e-mail communication with full header information or syslog files, **(or)**
- (b). The IP Address used with the date and time (including the time zone) **(and)**
- (c). Evidence of the copyright violation or infringement.

In addition, please provide your address, telephone number, and e-mail address for return correspondence. You should include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law. You should further include a statement by you declaring under penalty of perjury that **(a)** the information contained within your Notice of Claimed Infringement is true and correct, and **(b)** that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner.

6. Revisions to this Abuse Policy.

We reserve the right to revise this Abuse Policy, our AUP, our Privacy Policy, our hosting service agreements and our other policies and agreements at any time and in any manner. We will post any revisions to this Abuse Policy, together with a revision date in the "Policies" Section of our website located <http://www.2advanced.net>.

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