

**:: Acceptable Use and Service Policy ::**

// Revision: October 31, 2003 //

1. **General.** 2Advanced.net and 2Advanced Studios, LLC ("2Advanced") have created this Acceptable Use and Service Policy ("AUP") to outline our policies for accessing the Internet from our servers. All users of 2Advanced's hosting services (the "Services"), including clients and non-clients, must comply with this AUP. 2Advanced attempts to advance the free flow of ideas and information over the Internet and does not, as a normal practice, proactively monitor use of the Services. Nor do we edit or control the content of any material available through the Services, with the exception of our proprietary websites. Yet, we may remove any materials that, in our judgment, may be illegal, create liability, or violate this AUP. 2Advanced may cooperate with legal authorities and others in the investigation of any suspected crime or wrongdoing. You acknowledge that 2Advanced may preserve and disclose the content of a Website if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce our agreements or policies, respond to claims that the content violates the rights of third parties, or protect the rights, property or personal safety of 2Advanced, our users and the general public. You further agree that you must evaluate, and bear all risks associated with the use of any Internet content, including any reliance on the accuracy, completeness and usefulness of such content. Violations of this AUP may result in actions including the suspension or termination of your account. This AUP is incorporated in our hosting agreements and other policies. This AUP is a guideline and is not an inclusive listing of prohibited conduct.

2. **Prohibitions Under 2Advanced's Acceptable Use and Service Policy.** You agree not to use or attempt to use 2Advanced's Services to:

- (a). Violate, intentionally or unintentionally, any applicable local, state, national or international law, or any rules or regulations promulgated thereunder. Prohibited activities include, but are not limited to: transmitting obscene materials; intentionally spreading computer viruses; gaining unauthorized access to private networks; engaging in the transmission of pirated software; conducting or participating in illegal gambling, or soliciting for illegal pyramid schemes through electronic mail or postings.
- (b). Violate any regulations promulgated by the U.S. Securities and Exchange Commission, or any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- (c). Harm minors in any way.
- (d). Threaten or incite bodily harm or damage to property.
- (e). Stalk or otherwise harass another.
- (f). Make fraudulent offers to buy or sell products or services or to promote any financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- (g). Attempt to access other's accounts or to pierce security measures of computer software or hardware, electronic communications systems, or telecommunications systems, even if there is no loss of data or damage.
- (h). Add, remove or change identifying network header information in an effort to mislead or attempt to impersonate any person by use of forged headers or other identifying information. Using anonymous re-mailers or nicknames is not prohibited. Using purposely misleading headers ("munging" headers) in order to avoid spam email address collectors is also allowed.
- (i). "Spam" or send any unsolicited commercial email or unsolicited bulk email or aid in sending such unsolicited email, even if that email is not commercial. In response to a complaint, we have the discretion to determine, from all of the evidence we receive, whether the intended recipients were from an "opt-in" email list. You are also prohibited from sending the same or substantially similar unsolicited email message, whether commercial or not, to 50 or more recipients.
- (j). Publish, submit, copy, upload, post, transmit, reproduce, take, infringe on, or distribute information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights or have obtained consent to do so. This includes using any material that you do not have a right to make available under any law,

contractual or fiduciary relationship (including inside information, proprietary and confidential information learned as part of employment relationships or under other nondisclosure agreements). This prohibition also includes the use of any material or information including images or photos that are made available through a 2Advanced Service, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

- (k). Accumulate personal information about others without their knowledge or authorization.
- (l). Resell, or exploit the Services for any commercial purpose without 2Advanced's approval.
- (m). Adversely affect the ability of others to use 2Advanced Services or the Internet. This includes making available material that contains software viruses or other code, files or programs designed to interfere with the functionality of computer software, hardware or telecommunications equipment. Also prohibited are attempts to disrupt the normal flow of dialogue, cause a screen to "scroll" faster than others can type, or repeatedly entering either meaningless characters, three or more repeated blank lines, the same text three or more times, or consistently repeating text in a Chat room.. You may not otherwise interfere with real time exchanges or use denial of service attacks against others. Similarly, you must not disrupt the Services, servers, networks or disobey procedures and requirements relating to the Services. You are prohibited from allowing use of the network for illegal or inappropriate actions or a configuration that allows others to use their network improperly.
- (n). Continue posting off-topic articles, generally including commercial advertisements in most newsgroups. We reserve the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates this AUP.
- (o). Abuse chat rooms. Such abuse includes, but is not limited to, scrolling, posting the same or a substantially similar unsolicited note, whether commercial or not, to a newsgroup, bulletin board, or message board 10 or more times a day.
- (p). Cancel messages other than your own messages, unless the post is forged in your name. We may cancel any postings that violate this AUP.
- (q). Use a personal account for high volume or commercial use, maintain a connection by remaining on standby or inactive basis, or "ping." We may terminate your connection after extended inactivity.
- (r). The publishing of any site or web page(s) whose revenue is gained in part or whole from adult content.
- (s). Use "robots" or otherwise collect email addresses in order to send unsolicited or unauthorized material.
- (t). Exceed the maximum monthly traffic allotment for your website. You agree that we have no responsibility for the deletion or failure to store communications and content that exceeds these limits.

**3. Security.** We rely on you to ensure the security of your network. Ensuring that your customers and users use the Services appropriately is your responsibility. You must take all necessary steps to manage the use of the Services obtained from 2Advanced in order to minimize any network abuse.

Criminal and civil liability may result if system or network security is violated. Incidents involving such violations will be investigated and 2Advanced will cooperate with law enforcement if a crime is suspected.

Security violations include, but are not limited to:

- (a). Failing to secure your system. You are expected to configure and secure your services to prevent the disruption of service to other clients. If unknown persons utilize your Services at any time to illegally distribute licensed software, you will be liable. Monitoring these services is your responsibility. Examples of unsecured services include use of SMTP relay, incorrect configuration of Proxy or SOCKS services, PC Anywhere, SNMP Broadcaster, or FTP server. You must take corrective actions on vulnerable or exploited systems to stop continued abuse. You must insure that your network and/or computer are securely configured. You may not, through action or inaction, allow others to use your network inappropriately or in violation of this AUP or the 2Advanced hosting agreement for the Service(s) you purchased.
- (b). Utilizing any software or device to stay logged on while you are not actively using the 2Advanced Service or using your account to operate a server.

- (c). Utilizing or spreading files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other programs capable of harming another's computer operation or property.
- (d). Hacking - breaking the security on another's computer network or accessing another's account. Such acts would include, but not be limited to, unauthorized access to, or use of, data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without the owner's express approval;
- (e). Monitoring of data or traffic on any network or system without the owner's express approval, including use of 'sniffers' or SNMP tools.

#### :: Harmful Acts

You may not engage in other activities, illegal or not, that are harmful to our clients, operations, reputation, or customer relations, as 2Advanced determines in our sole discretion.

#### :: Password Security

We rely on you to keep your password secure. Any and all access to or use of the Services through your account is your responsibility. No one may attempt to obtain another user's account password.

#### :: Prohibited Affiliations

You represent and warrant that you are not a resident of any country or affiliated with any other organization that is prohibited from doing business within the United States as defined and set forth at: <http://www.treas.gov/ofac> and <http://www.bxa.doc.gov/dpl/denialist.asp>

#### 4. Contacting 2Advanced.

##### :: Contact Information

We require that you make information publicly available about how to contact you, and that you respond in a timely manner to any of our complaints of abuse of the Services. Further, you agree to abide by and additionally be governed by the covenants and restrictions set forth in the 2Advanced Abuse Policy, updated from time to time by 2Advanced and located in the "Policies" Section of the 2Advanced.net. If you fail to responsibly manage the use of the Services obtained from 2Advanced or if you are found to be in violation of the Abuse Policy, we may terminate Services to you, **without refund**.

##### :: Reporting Abuse

If you wish to report a violation of this AUP or the Abuse Policy, you may contact us via email at [abuse@2advanced.net](mailto:abuse@2advanced.net). Any one wishing to send us a Notification of Claimed Infringement pursuant to the Digital Millennium Copyright Act of 1998 ("DMCA") must send such notification to [copyright@2advanced.net](mailto:copyright@2advanced.net)

To be most effective, please provide the following information on the alleged violation:

- (a). An email 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 what happened.

5. Revisions to this Acceptable Use and Service Policy. We reserve the right to revise this AUP, our Privacy Policy, our Abuse 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 AUP, together with a revision date in the "Policies" Section of our website located <http://www.2advanced.net>.