



## **10n10 Terms Of Service (TOS)**

10n10.com ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of 10n10 Service constitutes acceptance and agreement to 10n10 AUP (below) as well as 10n10 TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of 10n10, LLC and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of the European Union, Country of Spain applicable to contracts enforceable in the EU.

**Disclosure to Law Enforcement:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition 10n10 shall have the right to terminate all service set forth in this Agreement.

**Payments and Fees:** Service will be interrupted on accounts that reach 5 days past due. Service interrupted for nonpayment is subject to a \$10 reconnect charge (individual hosting accounts). Accounts not paid by due date are subject to a \$10.00 late fee. Accounts that are not collectable by 10n10 may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 not more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. If a canceled account is reinstated and requires a restore from backups, a \$35 fee will apply. Any credit card chargebacks placed on payments made to 10n10 will incur a \$35.00 penalty.

**Failure to Pay:** The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

**Legal Threats & Professional Behavior:** Please behave in a reasonable manner towards 10n10, LLC employees. Any unreasonable threats, either personal or against the company will receive a warning for breach of these conditions. Personal abuse towards 10n10, LLC employees or legal threats against the company are viewed as extremely serious. 10n10, LLC reserves the right to refuse to do business with a person or company as a result and possibly terminate any accounts in question.

**Account Transfers:** Our team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we cannot make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best but in some cases, we may be unable to assist you in a transfer of data from an old host. Generally we will only provide the free transfer of all site files and databases. Transfer of email accounts, or re-configuration of PHP/ASP .NET applications on our servers are done at an extra cost or left to the user. **Free account transfers are provided on a best-effort basis. There are absolutely no guarantees/warranties implied or stated in regards to the integrity of transfers performed by the 10n10 staff.**

The free transfer services are available for 60 days from your sign up date. Transfers outside of the free period will incur a charge; please contact a member of the sales department with specific details to receive a price quote. Contact information can be found [here](#).

**Domain Registration/Transfers:** 10n10 offers domain registration or transfer. Domains registered through this policy are the property of the customer. As long as the domain has not expired, the customer has the right to transfer the domain name away to their choice of provider. 10n10 may, at its sole discretion, offer free domains associated with some or all hosting packages. These domains are owned by 10n10.com. However, as long as the domain has not expired and there is an active package related to it, the domain may be transferred to the customer's name.

**Account Cancellation:** All requests for canceling accounts must be made from the user's 10n10 account. Accounts will not be cancelled automatically. You should expect 10n10 staff contacting you to try serve you better. Accounts are cancelled at no cost.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

**Money Back Guarantee:** 60 Day money. **Refunds will not be given to accounts that have been canceled or suspended due to abuse of our services based on our terms of service and acceptable use policy.** No refunds will be given on domain names, SSL certificates, dedicated servers and marketing accounts (mailer accounts). Refunds will only be given when the refund request is received within 60 days of the creation of the account being cancelled. Money back guarantee only applies to new accounts and does not apply to account upgrades.

**Guarantees for Servers:** We offer a 100% power and network uptime guarantee. Customer can receive a pro-rated credit for the amount of time network/power is not available to the server over the days in the given month (percentage of downtime multiplied by the amount paid for that month). To receive credit, please contact support by emailing admin .at. 10n10.com. It may take up to 3 business days to process any credits. As server hardware can fail, there is not a 100% guarantee on hardware or software. However we guarantee replacement of faulty hardware within 4 hours of recognition of the specific issue. Any downtime past the 4 hours hardware replacement SLA will be credited to the account in a similar manner as the power/network uptime guarantee.

**Support Boundaries:** 10n10, provides online technical support to our subscribers. We limit our technical support to our area of expertise. The following is our guidelines when providing support: 10n10 provides support related to your server or virtual site physical functioning. 10n10 does not offer tech support for application specific issues such as CGI programming, html or any other such issue. 10n10 does not provide technical support for YOUR customers (in case of resellers). If you can e-mail, we encourage you to e-mail admin (at) 10n10.com, or post in discussion forums for assistance. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before contacting tech support.

**SPAM and Unsolicited Commercial E-mail (UCE):** 10n10 takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply this means that customers of 10n10 may not use or permit others to use our network to transact in UCE. Customers of 10n10 may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of 10n10 SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, 10n10 will initiate an immediate investigation (within 48 hours of notification). During the investigation, 10n10 may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, 10n10 may, at its sole discretion, restrict, suspend or terminate customer's account. Further, 10n10 reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. 10n10 will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$100 and your account will be reviewed for possible immediate termination. A second violation will result in an immediate termination of your account.

As our resellers are ultimately responsible for the actions of their clients over the 10n10 network, it is advisable that resellers develop a similar, or stricter, policy for their clients.

**IP Address Ownership:** If 10n10 assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to 10n10, and Customer shall have no right to use that Internet Protocol address except as permitted by 10n10 in its sole discretion in connection with the Services, during the term of this Agreement. 10n10 shall maintain and control ownership of all Internet

Protocol numbers and addresses that may be assigned to Customer by 10n10, and 10n10 reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

**System Resource Usage (CPU/Memory/etc.):** Per our AUP, abuse of system resources is prohibited. First violations may or may not cause an account suspension depending on the severity of the issue. The customer will receive a clear warning. Second or third violations may result in an immediate termination of your account. 10n10 staff members will judge based on server performance on what type of activity is considered as abusive.

**Background Processes:** Background processes are not permitted on the some hosting packages. Please consult the sales department on whether your application can be handled by your product of choice.

**Cron Jobs:** While customers are able to setup cron jobs through their control panel (linux only), cron job timing cannot be quicker than every 5 minutes. Each server will revert 'every minute' cron jobs to every 5 minutes on a nightly basis.

**Bandwidth and Disk Usage:** Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form. 10n10 will monitor Customer's bandwidth and disk usage. 10n10 shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in 10n10 sole and absolute discretion. If 10n10 takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. **Using a shared account as a backup/storage device is not permitted.** Do not keep backups on the server of your websites or installation scripts.

Examples of unacceptable material on all Shared and Reseller servers include:

- Torrent Sites
- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications

- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PPBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro

**System and Network Security:** Users are prohibited from violating or attempting to violate the security of the 10n10 Network. Violations of system or network security may result in civil or criminal liability. 10n10 will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

Forging any TCP/IP packet header or any part of the header information in any e-mail or forum posting.

Taking any action in order to obtain services to which such User is not entitled.

**Backups and Backup Access:** Customer acknowledges that individual site backups are the responsibility of the customer. 10n10 keeps overall system snapshots in case of full system recovery and may not be able to provide you with on-demand recovery in case of individual file corruption or accidental deletion.

**Suspension of Service or Cancellation:** 10n10 reserves the right to suspend network access to any customer if in the judgment of the 10n10 network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which 10n10 chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. We offer a 30 day money back providing we failed to provide you with the service as outlined for each individual hosting plan. Prior notification to

the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

**Right to refuse service:** 10n10 reserves the right to refuse service to any customer at any time within reasonable means/requests.

**Miscellaneous Provisions:** You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference. This information can be kept up to date at your 10n10.com profile.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. No chat software/scripts are to be used on our servers unless approved by management.

Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

10n10 takes no responsibility for any material input by others and not posted to the 10n10 Network by 10n10. 10n10 is not responsible for the content of any other websites linked to the 10n10 Network; links are provided as Internet navigation tools only. 10n10 disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

**Disclaimer of Warranties.** SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED AND STATUTORY), INCLUDING WITHOUT LIMITATION, ALL WARRANTIES (A) WITH RESPECT TO THE SERVICES (INCLUDING WITHOUT LIMITATION THEIR QUALITY, AVAILABILITY, PERFORMANCE, FUNCTIONALITY AND COMPATIBILITY WITH ANY OTHER SERVICE OR PRODUCT), (B) WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES, (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (D) OF NON-INFRINGEMENT, (E) OF MERCHANTABILITY AND (F) OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMPANY OR COMPANY'S REPRESENTATIVES SHALL CREATE A WARRANTY.

**Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE OF THE SERVICES CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL COMPANY BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES

(INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION CONTAINED IN SUBSCRIBER'S WEBSITE OR OTHERWISE, OR LOSS OF GOODWILL OR OPPORTUNITY) WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. COMPANY SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. COMPANY'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT. IN NO EVENT SHALL COMPANY'S LIABILITY TO SUBSCRIBER EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR ANY AMOUNTS ACTUALLY PAID BY SUBSCRIBER TO COMPANY FOR THE SERVICES IN DISPUTE DURING THE ONE YEAR PRECEDING THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM, BASED ON OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE SERVICES MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE YEAR AFTER THE EVENT WHICH GIVES RISE TO THE APPLICABLE CAUSE OF ACTION. SUBSCRIBER'S RIGHTS MAY VARY FROM STATE TO STATE, AND SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY DAMAGES AS CONTAINED IN THIS AGREEMENT. IN SUCH JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**Responsibility for Content:** You, as 10n10 customer, are solely responsible for the content stored on and served by your 10n10 server.

#### **Acceptable Use Policy (AUP)**

10n10's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what 10n10 expects of them while using the service. All users of 10n10's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of 10n10 Service constitutes acceptance and agreement to 10n10's AUP as well as 10n10's TOS (Terms of Service)

**IMPORTANT NOTICE:** All Payments To 10n10.com Are Nonrefundable Unless Otherwise Stated

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. 10n10 may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate

termination of either your 10n10 account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understanding of 10n10's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of 10n10's AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

10n10 intends to provide its customers access to everything the Internet has to offer. While 10n10 is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both 10n10 and the Internet and cannot be permitted under the guise of free speech. The resources of 10n10 and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your dedicated server or virtual site to publish material, which 10n10 determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a 10n10 account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time. As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us.

## **VIOLATIONS OF 10N10 ACCEPTABLE USE POLICY**

The following constitute violations of this AUP:



**DMCA Violation and take down procedure:** When a DMCA violation has been reported, each customer is notified and is given 24 hours to send us back a proper response or remove the pages/material in violation. After the 24 hour period, the site is suspended until we receive proper correspondence. The second and third violations result in an automatic account suspension and a fourth violation will cause an account removal.

**Illegal use:** 10n10 services may not be used for illegal purposes, or in support of illegal activities. 10n10 reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

**Harm to minors:** Use of the 10n10 service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

**Threats:** Use of 10n10 service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

**Harassment:** Use of 10n10 service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

**Fraudulent activity:** Use of 10n10 service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

**Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

**Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):** Use of the 10n10 service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending 10n10 account.

**Bulk Mailings:** Bulk mailings of any kind are not permitted to be sent from our shared (Personal, Business, Reseller) servers. This line item applies to mailings sent within the 1000 emails per hour limit as well.

**E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending 10n10 account.

**E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the 10n10 service is in violation of this AUP.

**Unauthorized access:** Use of the 10n10 service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of

10n10 or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending 10n10 account is subject to immediate termination.

**Copyright or trademark infringement:** Use of the 10n10 service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

**Collection of personal data:** Use of the 10n10 service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**Free Hosting/Image Hosting Providers:** Use of the 10n10 service (shared hosting accounts) to provide free hosting or image hosting to the general public is illegal..

**Reselling of Services:** Shared services, except for ResellerClass accounts, can only be resold to a single party. Our shared plans were not designed to host several different organizations and parties.

**Network disruptions and unfriendly activity:** Use of the 10n10 service for any activity which affects the ability of other people or systems to use 10n10 Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. 10n10 will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

**Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

**Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

**Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

**Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using 10n10 services could result in suspension service.

**Verbal abuse of support personnel:** Verbal abuse of 10n10 personnel is not tolerated. Customers who continue to verbally abuse support personnel may be warned or asked to use a different provider.

**Third Party Accountability:** 10n10 subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

## **SECURITY**

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. 10n10 will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## **NETWORK PERFORMANCE**

10n10 accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of 10n10 systems or networks. 10n10 reserves the right to terminate or limit such activities.

### **REPORTING VIOLATIONS OF 10N10 AUP**

10n10 requests that anyone who believes that there is a violation of this AUP direct the information to 10n10.

If available, please provide the following information:

The IP address used to commit the alleged violation

The date and time of the alleged violation, including the time zone or offset from GMT

Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files.

Other situations will require different methods of providing the above information.

### **MARKETINGCLASS ABUSE POLICY (ADDED NOVEMBER 20TH 2009)**

While the accounts were designed to allow you to send emails to a mailing list, they are **not meant** to be used for spamming. Therefore, **any complaint** will result in an immediate suspension and removal of the MarketingClass account.

**Customers with a SpamCop or Spamhaus complaint** will have all accounts with us immediately suspended and canceled. Customers with this track record will not be able to use 10n10 services in the future.

**There are no refunds on any MarketingClass accounts.** (Also mentioned under the refund clause)

### **REVISIONS TO THIS ACCEPTABLE USE POLICY**

10n10 reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).

