



ACCEPTABLE USE POLICY (AUP)

1. Definitions	2
2. Introduction	2
3. Scope	2
4. Purpose	2
5. Prohibited Uses	3
6. Violations:	5
7. Reservation of Rights	6
8. Entire AUP	6
9. Limitation of Liability	6



1. Definitions

- A. As used herein, the term "USER" or "USERS" shall include
- a. any and all users, customers, subscribers, affiliates. Including without limitations customers or non-customers to whom **Akatia Technologies** provides links or banners to promote the services or products of **Akatia Technologies** or any third party the services or products of which are offered by or obtained through or in connection with **Akatia Technologies**)
 - b. resellers
 - c. who sign up for, use or obtain services or products from **Akatia Technologies** or from any third party services or products of which are offered by or obtained through or in connection with **Akatia Technologies**
 - d. Who visit the Web site of **Akatia Technologies** or of any such third party.

2. Introduction

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When the **USERS** or others obtain information through the Internet, they must keep in mind that **Akatia Technologies** cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive.

As a provider of Internet-related services, **Akatia Technologies Inc.** ("**Akatia Technologies**") offers its **USERS**, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. **Akatia Technologies** respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, **Akatia Technologies** reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, **Akatia Technologies** has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each the **USER's** respective service agreement and is intended as a guide to the **USER's** rights and obligations when utilizing **Akatia Technologies'** services.

3. Scope

- A. This AUP governs the usage of products and services of **Akatia Technologies** or of any third party which are subscribed to or obtained through **Akatia Technologies** (the "Services").
- B. This AUP is incorporated by reference into each contract **Akatia Technologies** or any such third party enters into with a **USER** for the use of such Services.
- C. **Akatia Technologies** may modify this AUP at any time without notice.
- D. This AUP is incorporated by reference into the **TERMS OF SERVICE** applicable to the Web site of **Akatia Technologies** so that no person who utilizes the Web site or services of **Akatia Technologies** (regardless of whether that person is a **USER**) may take any action utilizing the Web site of **Akatia Technologies** that a **USER** would be prohibited to take utilizing the Services.

4. Purpose

The purpose of this AUP is to enhance the quality of the Services and to protect the **USERS**, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each **USER**. Each **USER** should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the



Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

5. Prohibited Uses

- A. **SPAMMING: USERS** may not Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as "spam" or "spamming").
- (i) Maintaining an open SMTP relay is prohibited.
 - (ii) Any direct action, configuration, or setting that causes excessive outbound e-mail traffic is subject to review and possible action.
 - (iii) When a complaint is received, **Akatia Technologies** has the absolute and sole discretion to determine from all of the evidence whether the e-mail recipients were from an "opt-in" e-mail list, or whether the outbound e-mail traffic generated from an account is suitable for a shared hosting environment.
- B. **ILLEGAL/PROHIBITED ACTIVITY:** Utilize the Services in connection with any illegal activity or activity otherwise prohibited by this AUP. Without limiting the general application of this rule, **USERS** may not:
- (i) Utilize the Services for or in connection with any activities or content determined by **Akatia Technologies**, in its sole discretion, to be related to
 - a. fraud, money laundering, child pornography, terrorist-related activities, activities in violation of U.S./Canadian export or import laws, any executive orders, or any rules, regulations or orders issued by Office of Foreign Asset Controls ("OFAC"),
 - b. infringement on rights of others, trafficking in illegal drugs, or any products or services that are prohibited under applicable law,
 - c. harassment, defamation, libel and hate speech or other offensive speech or content, or for any unlawful purpose, including without limitation,
 - d. gambling, adult, obscene or pornographic materials or content,
 - e. which **Akatia Technologies** determines to be controversial or disruptive to the operations of **Akatia Technologies** or any other **USER** or third party.
 - (ii) Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - (iii) Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 - (iv) Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws;
 - (v) Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message;
 - (vi) Utilize the Services in any manner that violates applicable law.
- C. **ACTIONABLE ACTIVITY:** Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, **USERS** and **USERS** may not:
- (i) Utilize the Services to publish or disseminate information that
 - a. constitutes slander, libel or defamation,
 - b. publicizes the personal information or likeness of a person without that person's consent or
 - c. otherwise violates the privacy rights of any person.



- d. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
- D. **DISRUPTIVE/ABUSIVE ACTIVITY:** Utilize the Services in connection with any other disruptive, controversial or abusive activity, as determined by *Akatia Technologies* in its sole discretion. Without limiting the general application of this rule, **USERS** may not:
- (i) Utilize the Services to cause denial of service attacks against Akatia Technologies or other network hosts or Internet users or to otherwise degrade or impair the operation of Akatia Technologies' servers and facilities or the servers and facilities of other network hosts or Internet users; or
 - (ii) Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
 - (iii) Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
 - (iv) Resell or allow access to or use of, any of our Services except as and only to the extent permitted in one of our authorized Reseller programs. Further, by way of expansion and not by limitation, you may not store files or other data of third parties on our servers; or
 - (v) Utilize the Services to subvert, or assist others in subverting, the security or integrity of any Akatia Technologies systems, facilities or equipment; or
 - (vi) Utilize the Services to gain unauthorized access to the computer networks of Akatia Technologies or any other person; or
 - (vii) Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
 - (viii) Utilize the Services to
 - a. forge the signature or other identifying mark or code of any other person,
 - b. impersonate or assume the identity or any other person, or
 - c. engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or
 - (ix) Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or
 - (x) Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or
 - (xi) Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
 - (xii) Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or



- (xiii) Utilize the Services in any manner that might subject Akatia Technologies to unfavourable regulatory, law enforcement or other legal action, subject Akatia Technologies to any liability for any reason, or adversely affect Akatia Technologies' public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Akatia Technologies in its sole discretion;
- (xiv) While on a shared hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with Web site/e-mail hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunnelled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'BitTorrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by Akatia Technologies in its sole discretion; or
- (xv) Attempt to attack, disrupt, or abuse the support-and contact-related mechanisms of Akatia Technologies, including, but not limited to, telephone lines, e-mail addresses, fax lines, bulletin boards or contact/signup forms; or
- (xvi) Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

6. Violations:

- A. Disclaimer. Akatia Technologies expressly disclaims any obligation to and does not monitor its Users and other Users with respect to violations of this AUP. Akatia Technologies has no liability or responsibility for the actions of any of its Users or other Users or any content any User may post on any Web site.
- B. Reporting Non-Copyright Violations. Akatia Technologies encourages Users to report violations of this policy by e-mail to: abuse@epowerbilling.com, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, Spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.
- C. Reporting Copyright Violations. Akatia Technologies complies with the [Digital Millennium Copyright Act \("DMCA"\)](#). Akatia Technologies encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA which information is located under the DMCA Policy of this Web site.
- D. Remedies. If Akatia **Technologies** learns of a violation of this AUP, **Akatia Technologies** will respond to the applicable **USER** and may, in **Akatia Technologies'** sole discretion, take any or all of the following actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:
 - i. Warning the **USER**: and/or



- ii. Suspending the offending **USER** from the Services; and/or Terminating or cancelling, or disconnecting the offending **USER** from, the Services; and/or
- iii. Imposing fees or charges on the offending **USER** account in accordance with the applicable service contract; and/or
- iv. Removing the offending content; and/or
- v. Taking other action in accordance with this AUP, the applicable service contract or applicable law.

7. Reservation of Rights

- A. **Akatia Technologies** reserves the right to cooperate with and provide any and all **USER** information and data to appropriate legal authorities in investigations or reporting of claims of illegal activity involving **Akatia Technologies'** Services.
- B. **Akatia Technologies** reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations.
- C. **Akatia Technologies** may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this AUP and each **USER** agrees that **Akatia Technologies** is authorized to monitor its communications through **Akatia Technologies'** network for such purposes.

8. Entire AUP

- A. The headings herein are for convenience only and are not part of this **AGREEMENT**.
- B. This AUP will be revised from time to time. A **USER's** use of **Akatia Technologies'** services after changes to the AUP are posted on **Akatia Technologies'** Web site, under the **TERMS OF SERVICE** section, will constitute the **USER's** acceptance of any new or additional terms of the AUP that result from those changes.

9. Limitation of Liability

- A. Because **Akatia Technologies** cannot monitor or censor the Internet, and will not attempt to do so, **Akatia Technologies** cannot and does not accept any responsibility for injury to its **USERS** or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications.
- B. When the **USERS** or others disseminate information through the Internet, they also must keep in mind that **Akatia Technologies** does not review, edit, censor, or take responsibility for any information its users, customers, subscribers or others may create.
- C. When the **USERS** or others place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over **Akatia Technologies'** network and may reach a large number of people, including both the **USERS** and subscribers and non-subscribers of **Akatia Technologies**, the **USERS'** postings to the Internet may affect others and may harm **Akatia Technologies'** goodwill, business reputation, and operations.
- D. The **USERS** violate **Akatia Technologies** policy and the service agreement when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein.