



Phone: 216-373-7382
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ZIDAR DEVELOPMENT, INC. MANAGED SERVER
ACCEPTABLE USE POLICY

1. **Scope.** This Acceptable Use Policy (this "Policy") governs the usage of Zidar Development, Inc. ("ZDI") products and services (the "Services"). This Policy is incorporated by reference into each contract ZDI enters into with a customer (each, a "Customer") for the use of such Services. ZDI may modify this Policy at any time without notice.
2. **Purpose.** The purpose of this Policy is to enhance the quality of the Services and to protect ZDI's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from ZDI (each such person being a "User"). Each User should use common sense and good judgment in connection with the Services.
3. **Prohibited Uses.** Users may not:
 1. **Utilize the Services to send mass unsolicited e-mail to third parties.**
 2. **Utilize the Services in connection with any illegal activity.** Without limiting the general application of this rule, Users may not:
 1. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 2. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 3. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 4. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or
 5. Utilize the Services in any manner that violates applicable law.
 3. **Utilize the Services in connection with any tortious or actionable activity.** Without limiting the general application of this rule, Users may not:
 1. 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.



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2. 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.
4. **Utilize the Services in connection with any other disruptive or abusive activity.** Without limiting the general application of this rule, Users may not:
1. Utilize the Services to cause denial of service attacks against ZDI or other network hosts or Internet users or to otherwise degrade or impair the operation of ZDI's servers and facilities or the servers and facilities of other network hosts or Internet users;
 2. Attacking or attempting to gain unauthorized access to servers and services that belong to ZDI, its customers, or to any other entity on the Internet (i.e. computer hacking);
 3. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any ZDI systems, facilities or equipment;
 4. 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;
 5. 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;
 6. 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);
 7. 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;
 8. Utilize the Services in any manner that might subject ZDI to unfavorable regulatory action, subject ZDI to any liability for any reason, or adversely affect ZDI's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by ZDI in its sole discretion; or
 9. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.
4. **Violations.** VIOLATION OF ANY ACCEPTABLE USE POLICY IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM ZDI. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE



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USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS ZDI'S POLICY TO TERMINATE REPEAT INFRINGERS. ZDI RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

1. **Disclaimer.** ZDI is under no duty to look at each customer's or user's activities to determine if a violation of the Acceptable Use Policies has occurred, nor do we assume any responsibility through our Acceptable Use Policies to monitor or police Internet-related activities. ZDI disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.
2. **Remedies.** If ZDI learns of a violation of this Policy, ZDI will respond to the applicable Customer and may, in ZDI's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:
 1. Warning the Customer;
 2. Suspending the offending Customer from the Services;
 3. Terminating the offending Customer from the Services;
 4. Removing the offending content; and
 5. Taking other action in accordance with this Policy, the applicable service contract or applicable law.
5. **Reservation of Rights.** ZDI reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving ZDI's Services, Customers and other Users. ZDI reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. ZDI 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 Policy and each Customer agrees that ZDI is authorized to monitor its communications through ZDI's network for such purposes.