

## WEB HOSTING ACCEPTABLE USE POLICY ("AUP")

This Acceptable Usage Policy (the "AUP Agreement") sets forth the terms and conditions of the Client use of hosting and related services ("Hosting Services"). This AUP Agreement explains the Company obligations to the Client, and explains the Client obligation to the Company. When the Client permits someone else to use, access, and manage their Services, this AUP Agreement covers such service or actions.

### 1. **Sharing of Information**

As a condition of purchasing and using hosting plans, the Client acknowledges and agrees that the Company may provide the Client personal information to their partners, as necessary to provide the Client with the selected products and services.

The provided information falls into the following categories:

(a) Information that users provide through optional, voluntary submissions. These are voluntary submissions made by Client in order to receive Our electronic newsletter & marketing communication, and

Under no circumstances does the Company divulge any information about an individual user to a third party. Further information regarding the nature of information shared by the Company can be obtained by reviewing the Privacy Policy available at <https://hartmannindustries.com/privacy.html>. The Client acknowledges and agrees that Client's name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed viaWhois.

### 2. **Client Obligations**

Client represents and warrants to Company that: Client's content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that the Client owns the Client account content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within the server account. Client also represent and warrant that the server content being hosted by Company shall not be used in connection with any illegal activity.

Client expressly (i) grant to Company permission to cache the entirety of the content that is submitted, stored, distributed or disseminated by Client via the Services and Client website, including content supplied by third parties, hosted by Company under this agreement; and (ii) agree that such caching is not an infringement on any of Client's intellectual property rights or any third party's intellectual property rights.

### 3. **Network Interruptions**

The Company will use its best efforts to maintain a full time Internet presence for the Client account.

The Client hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Company be liable to Client for any damages resulting from or related to any failure or delay of Company in providing access to the Internet under this Agreement. In no event shall Company be liable to Client for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Company under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive the termination



of this Agreement.

#### 4. **Accounts**

This Agreement applies to all accounts, sub-accounts, and alternative account names associated with the Client principal account. The Client is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account.

#### 5. **IP Address**

Company assigns to Client an Internet Protocol ("IP") address in connection with Client use of the Hosting Services. The right to use that IP address will remain with and belong only to Company, and the Client shall have no right to use that IP address except as allowed by Company in its sole and absolute discretion.

#### 6. **Secure Shell ("SSH") Access**

The Client may enable SSH access by contacting the Hartmann Industries account manager assigned to the Client. Upon completion of said terms Client will be granted Jail access to the system on a provisional basis any misuse of the system will result in access being revoked. The use of php or any other means to circumvent this policy will result in immediate account termination.

#### 7. **Prohibited Activities**

By using any Services, provided by Company, the Client agrees:

- not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- not to transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing.
- not to make any illegal communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum.
- not to make, attempt or allow any unauthorized access to Company website, servers, Client own hosting account or the account of any other customers of Company.
- not to allow any remote code execution of malicious software through the hosting account provided by Company.
- not to cause denial of service attacks, port scans or other endangering and invasive procedures against Company servers and facilities or the servers and facilities of other network hosts or Internet users.
- not to forge the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the User.
- not to use Company services to host any website, other content, links or advertisements of websites that: infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party information; contain nudity, pornography or other content deemed adult related; profess hatred for particular social, ethnical, religious or other group; contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property; contain warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent trackers, torrent Portals or similar software; violent or encouraging violence.
- not to upload unacceptable material which includes: IRC bots, warez, image, file storage, mirror, or banner-ad services, topsites, streaming, Escrow, High-Yield Interest Programs (HYIP) or related sites, investment sites (FOREX, E-Gold Exchange, etc), cryptocurrency miners, sale of any controlled substances without providing proof of appropriate permit(s) in advance, AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks

Programs, lottery sites, muds / rpg's, hate sites, hacking focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts.

- not to engage in or to instigate actions that cause harm to Company or other customers. Such actions include, but are not limited to, actions resulting in blacklisting any of Our IPs by the any online spam database, actions resulting in DDOS attacks for any servers, etc. Company reserves the right to refuse service to anyone upon Our discretion. Any material that in Company judgment, is either obscene or threatening is strictly prohibited and will be removed from Company servers immediately with or without prior notice and may lead to possible warning, suspension or immediate account termination with no refund. Client agree that We have the sole right to decide what constitutes a violation of the acceptable policy use described above as well as what is the appropriate severity of any corrective action to be applied. In the event that a violation of Our Acceptable Use Policy is found, Company will take corrective action upon our own discretion and will notify Client. Company decision in such case is binding and final, and cannot be a subject of a further change. Company cannot and shall not be liable for any loss or damage arising from measures against actions causing harm to Company or any other third party. We have the right to terminate each and any hosting account that has been suspended for any reason for more than 14 calendar days after the suspension date, unless Client has taken corrective measures to remove the initial suspension threat or violation. Any backup copies of the hosting account will be permanently deleted upon termination and no refund will be due. Company will not be liable for any loss or damages in such cases.
- not to violate the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promote, encourage or engage in the sale or distribution of prescription medication without a valid prescription.

At its discretion, Company reserves the right to investigate the use of its services for violations of its policies. This includes all hosting packages and services. Company further reserves the right to remove any content we determine to be prohibited by this agreement or our Terms and Conditions. No backups will be kept of removed content.

#### **8. Email and Anti-Spam Policy**

The Client must comply with the CAN-SPAM Act of 2003 and all relevant regulations and legislation on bulk and commercial email. Client are prohibited from sending mass unsolicited email messages. All emails sent to recipients who have not Confirmed Opt-In or Closed-Loop Opt-In in to mailings from Client will be considered as unsolicited email messages. The Client using and sending mass mailings must at all times maintain complete and accurate records of all consents and opt-ins and upon request provide said records to Company. In the event that Client cannot provide actual and verifiable proof of such consents and opt-ins, We will consider the mass mailing to be unsolicited. Company prohibits the following activities listed without limitation hereunder:

- Usage of the Company network and systems to receive replies to unsolicited mass e-mail messages.
- Forgery of e-mail headers (i.e. "spoofing").
- Spamming using third-party proxy, aggregation of proxy lists, or proxy mailing software installation.
- Configuring a mail server to accept and process third-party emails for sending with no user identification and/or authentication.
- Hosting web pages advertised via "spam e-mail" sent from another network ("spamvertising").
- Hosting any web pages or providing any services that support spam.
- Using weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, usenet posts, pop-ups, instant messages or text/SMS messages for sending, posting or

- transmitting unsolicited bulk messages.
- Advocating any activities, prohibited by the Acceptable Use Section of this Agreement.
- If we determine that you have deliberately or recklessly used our hosting services for the sending of SPAM e-mail messages, we reserve the right to assess a \$500 charge upon your account, which shall serve to compensate us for increased administration costs and expenses of redressing SPAM-related activity. The Client agrees that in the event we determine that you have deliberately or recklessly engaged in SPAM activity, we may assess the fee entirely at our discretion. The fee will be charged to your account, in accordance with the payment information submitted by you as part of your acquisition of our services. The Client further agree that in the event we determine that you have deliberately or recklessly engaged in SPAM activity we may share information regarding your activities, including but not limited to your identity, with the various anti-SPAM organizations and/or blacklists.

We take all SPAM issues extremely seriously and will take redress such activity whenever we deem necessary.

#### **9. Backup Limitations**

The Company shall include a minimum backup service to Client. A Client whose account uses more than 50 GB of disk space or contains more than 250,000 inodes will be removed from our backup system. A Client whose hosting account is using more than 50 GB of disk space or contains more than 250,000 inodes is solely responsible for maintaining the copy of the Client account.

#### **10. IPv4 Address Provisioning Policy**

Due to the exhaustion of the IPv4 address space we actively conserve IP address space by limiting the IP addresses each web hosting account can use.

Shared hosting accounts may each use only 1 IP address.

Reseller hosting accounts may use up to 4 IP addresses. The number of IPs that are included and the account may use up to are indicated in the plan specification.

The IP address limit is a per account, not a per customer basis. Customers may hold multiple accounts to get access to additional IP addresses. We strongly urge customers to only use IP addresses for essential use and we do require justification for usage.

#### **11. Storage and Security**

At all times, Client shall bear full risk of loss and damage to the server and all of Client server content. The Client is entirely responsible for maintaining the confidentiality of passwords and account information. The Client acknowledge and agree that the Client themselves are solely responsible for all acts, omissions and use under and charges incurred with account or password or in connection with the server or any of the Client server content displayed, linked, transmitted through or stored on the server. The Client shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Client server content; (ii) maintain independent archival and backup copies of Client server content; (iii) ensure the security, confidentiality and integrity of Client server content transmitted through or stored on Company servers; and (iv) ensure the confidentiality of Client password.

Company services are not intended to be used for data backup or archiving purposes. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of hosting services without prior notice. We reserve the right to delete Client archives if they affect overall server performance and Company shall have no liability to Client or any other person for loss, damage or destruction of any of Client content. The services offered by Company are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be utilized as such without further compliance activity. Company shall have no liability to Client or any other person

for Client use of Company products and/or services in violation of these terms.

#### **12. Transfer of Content**

In the event Client terminates this Agreement or Client use of Company products and/or services, then moving Client server content off of the Company servers is the Client responsibility. Company will not transfer or FTP Client server content to another provider. In the event use of Company products and/or services is terminated, Company will not transfer or manage Client services or content.

#### **13. Third-Party Software**

Company provides some third-party software to Client for easier account management including, but is not limited to cPanel, Softaculous, etc. Such software is provided on an as is as available basis. We do not guarantee that any specific results can be obtained by using such software. Company does not take responsibility for any faults in such software functioning.

Client can add and use third-party software on the Client account only if it is compatible with Company servers and is approved by Company. Client's use of any third party software is at the Client own risk. Company cannot be responsible for any third party software performance and provides no guarantees that its use will result in any particular outcome or result. Company will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with Client's use of third party software or products.

The Client is solely responsible for any license and other fees required by the software providers, for using any third-party software installed on the account apart from the initial account setup.

#### **14. Reservation of Rights**

Company explicitly reserves the right and sole discretion to: (i) modify its pricing, if desired by Company; (ii) establish limits and guidelines concerning the use of Company services and/or products; (iii) terminate Client use of Company services and/or products for use of Company services and/or products to unnecessarily or illegally harass Company or third parties, non-payment of fees for Company services and/or products, activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties, activities prohibited by the laws of the United States and/or foreign territories in which Client conducts business, activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography, activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable in the sole opinion of Company, activities designed to impersonate the identity of a third party, activities designed to harm minors in any way, and other activities whether lawful or unlawful that Company determines, in its sole discretion, to be harmful to its other customers, operations, or reputation; (iv) terminate Client use of Company services and/or products if Client's use of Company services and/or products may result in, results in, or is the subject of, legal action or threatened or proposed legal action, against Company or any of its affiliates or partners, without consideration for whether such legal action or threatened or proposed legal action is eventually determined to be with or without merit; and (v) terminate the Client use of Company services and/or products at any time and for any reason if deemed reasonably necessary by Company. Company has no obligation to monitor Client use of Company services and/or products, but reserves the right in its sole discretion to do so.

#### **15. Limitation of Liability; Waiver and Release**

The Hosting Services offered by Company are being provided on an "AS IS" and Company expressly disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, and non-infringement, to the fullest extent permitted or authorized by law. Without limitation of the foregoing, Company expressly does not warrant that Company services and/or products will meet Client's requirements, function as intended, or that the use of the provided Services will meet Client requirements, function as intended, or that the use of the provided Services will be uninterrupted or error free. Client understand and agree

that any material and/or data downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by Client from Company shall create any warranty not expressly made herein. The Client agrees that Company will not be liable for any (i) suspension or loss of the Services, except to the limited extent that a remedy is provided under this Agreement; (ii) interruption of business; (iii) access delays or access interruptions to the website(s) provided through or by the Services; (iv) loss or liability resulting from acts of god; (v) data non-delivery, mis-delivery, corruption, destruction or other modification; (vi) events beyond the control of Company; (vii) the processing of Client application for Services; or (viii) loss or liability resulting from the unauthorized use or misuse of Client account identifier or password.

Information obtained by Client from the internet may be inaccurate, offensive or in some cases illegal. Company has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet. The Client accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Services of obtain from the Internet. Client agrees that Company has no obligation to back-up any data related to your website unless Company expressly agrees otherwise in writing or has expressly stated so on the website.

#### **16. Indemnification**

Accordingly, Client and all of Client's heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge Company and all affiliates of Company, and all officers, agents, employees, subsidiaries, and representatives of Company, and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the Services and Your acquisition and use thereof, including, but not limited to, the provision of the Company products and/or services by Company and its agents and employees. Further, Client agrees to defend, indemnify and hold harmless Company and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of (i) any breach of any representation or warranty provided in this Agreement, or as provided by Company's Hosting AUP or any other agreement that has been incorporated by reference herein; (ii) the Services or your use of the Services, including without limitation infringement or dilution by Client or by another using the Services from Your computer; (iii) any intellectual property or other proprietary right of any person or entity; (iv) any information or data Client supplied to Company, including, without limitation, any misrepresentation in Client application, if applicable; (v) the inclusion of metatags or other elements in any website created for you or by Client via the Services; (vi) any information, material, or services available on your Company hosted website; or (vii), any negligence or willful misconduct by Client, or any allegation that the Client account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets.

This indemnification is in addition to any indemnification required of Client elsewhere. Should Company be notified of a pending law suit, or receive notice of the filing of a law suit, Company may seek a written confirmation from Client concerning Client's obligation to defend, indemnify Company. Such written confirmation may include the posting of performance bonds or other guarantees. The Client's failure to provide such a confirmation may be considered a breach of this agreement. The Client agrees that Company shall have the right to participate in the defense of any such claim through counsel of its own choosing. Client agrees to notify Company of any such claim promptly in writing and to allow Company to control the proceedings. Client agrees to cooperate fully with Company

during such proceedings. The terms of this section will survive any termination or cancellation of this Agreement.

#### **17. Trademark or Copyright Claims**

Company is a service provider and respects the copyrights and other intellectual property rights of others. To the extent Company receives a proper notice of infringement of copyright, trademark or other intellectual property, Company reserves the right to access, preserve and disclose to third parties any of Client information or data (including personally identifiable information and private communications) related to a written complaint of infringement if Company believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

Company expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement. Company also reserve the right to terminate an account or subscriber for even one instance of infringement.

Proper notice of infringement shall include the following information in writing to Company's designated agent:

- the electronic or physical signature of the rights holder or the person authorized to act on behalf of that person;
- identification of the work that has been infringed;
- an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Company to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit Company to locate that reference or link;
- Your name, address, telephone number, and email address;
- a statement by Client that Client has a good faith belief that the disputed use is not authorized by the rights holder, its agent, or the law; and
- a statement that the information in Client notification is accurate and a statement, made under penalty of perjury, that the Client is the rights holder or are authorized to act on the behalf of the rights holder.
- Notice of infringement must be sent to Company's designated agent to receive notification of claimed infringement as follows: 301 Route 17 North, Suite 800 #12-40, Rutherford, New Jersey 07070, United States of America.

#### **18. Additional Reservation of Rights**

Company expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any account or any Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Company in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Company in offering or delivering any Services (including any domain name registration); (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry; (iii) to assist with our fraud and abuse detection and prevention efforts; (iv) to comply with applicable local, state, national and international laws, rules and regulations; (v) to comply with requests of law enforcement, including subpoena requests; (vi) to comply with any dispute resolution process; (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Company, its officers, directors, employees and agents, as well as Company's affiliates.

In the event that Company need exercise any of its rights expressed herein to investigate any potential breach or violation of the terms and conditions of this Agreement, service fees may continue to accrue on your accounts, and you will continue to remain responsible for the payment of any service fees that accrue during the relevant period.

**19. Final Agreement**

This Agreement, together with all modifications, constitute the complete and exclusive agreement between Client and Company, and supersede and govern all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by Client except by means of a written document signed by both Client and an authorized representative of Company. By applying for Company's services through the online application process or otherwise, or by using the Services under this AUP Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this AUP Agreement and documents incorporated by reference.

**20. Enforceability**

In the event that any provision of this AUP Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this AUP Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

**21. Assignment and Resale**

Except as otherwise set forth herein, Client's rights under this AUP Agreement are not assignable or transferable. Any attempt by Client's creditors to obtain an interest in Client rights under this AUP Agreement, whether by attachment, levy, garnishment or otherwise, renders this AUP Agreement voidable at Company's option. Client agrees not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the Services (or portion thereof) without Company's prior express written consent.

**22. Force Majeure**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Company may immediately terminate this AUP Agreement.

**23. Headings**

The section headings appearing in this AUP Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.