

## Acceptable Use Policy

This document is the Acceptable Use Policy ("Acceptable Use Policy") referenced in the Internet Access Service Agreement or other agreement (as the case may be, the "Agreement") between Service Provider and you. Capitalized terms used but not defined in this Acceptable Use Policy shall have the meanings ascribed to them in the Agreement. In this Acceptable Use Policy, "you," "your" and "Customer" refer to the customer named in the Agreement and "we," "us," "our" and "Service Provider" refer to ApartmentHost.com.

This Acceptable Use Policy describes the types of conduct and use of Service Provider's Internet access services (the "Services") that are considered by Service Provider to be inappropriate and thus prohibited.

The examples contained in this Acceptable Use Policy are in addition to the types of conduct and uses of the Services that are prohibited in the Agreement, are not exhaustive and are provided solely for your guidance. If you are unsure whether any contemplated conduct or use of the Services is prohibited or otherwise have specific questions about this Acceptable Use Policy, please send an e-mail to [Info@ApartmentHost.com](mailto:Info@ApartmentHost.com) and we will attempt to assist you. Reports of activity in violation of this Acceptable Use Policy may be sent via e-mail to [info@ApartmentHost.com](mailto:info@ApartmentHost.com).

Service Provider reserves the right to revise this Acceptable Use Policy at any time in its sole discretion, effective upon posting of the revised Acceptable Use Policy to <http://www.ApartmentHost.com> or any successor Web page thereto. By entering into the Agreement, you agree to abide by this Acceptable Use Policy as revised from time to time.

Conduct that Service Provider considers to be inappropriate and prohibited includes, but is not limited to, the following:

### A. ILLEGAL OR HARMFUL USE

#### 1. Using the Services:

- a. In violation of any applicable Laws, including Laws related to data privacy, obscenity, gambling and gaming, securities, taxes, intellectual property rights, international communications, and exportation of technical or personal data (for purposes of this Acceptable Use Policy, "Laws" means all federal, state, local, international and foreign laws, statutes, regulations, rules, executive orders, conventions and other legally binding official releases of or by any government, or any authority, department or agency thereof);
- b. To market or sell any products or services that violates the Laws of the location at which the Content is posted or received or any other applicable Laws;
- c. To send, receive, store on, transmit or make available by means of the Services any Content (for purposes of this Acceptable Use Policy, "Content" means works of authorship, marks, data, information, materials and other content, including names, domain names, logos, designs, computer software, recorded visual imagery (including video recordings and photographs), sounds, audio materials (including master recordings), musical compositions (including arrangements and lyrics), graphics (including animation), textual matter, hyperlinks, frames, "meta tags" and any combination of the above) that:
  - (i) Is obscene, pornographic, lewd, lascivious, indecent, filthy, excessively violent, inflammatory, libelous, defamatory, scandalous, likely to cause emotional distress or that otherwise may be considered threatening, abusive, harassing, hateful or otherwise objectionable;
  - (ii) Advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
  - (iii) Holds Service Provider (including its affiliates), employees or shareholders up to public scorn or ridicule;
  - (iv) Directly or indirectly infringes or violates any rights of others (including copyrights, patents, trademarks, service marks, trade names, trade secrets, publicity, privacy or other intellectual property, personal or contractual rights);
  - (v) Violates any applicable Laws, including copyright, trademark, patent, trade secret, export control and Laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages; or

- (vi) Advocates, promotes, assists, contributes to or otherwise encourages conduct that would constitute a criminal offense, give rise to civil liability or be prohibited by this Acceptable Use Policy, including hyperlinks to other Web sites that engage in conduct that would be prohibited by this Acceptable Use Policy; or
  - d. In any manner that may potentially cause Service Provider to violate any Laws or third party rights or otherwise incur civil or criminal liability or be subject to public scorn or ridicule or otherwise harm its reputation or good will.
2. Engaging in any conduct that directly or indirectly infringes, misappropriates or violates the intellectual property rights of others, including using third party copyrighted materials without appropriate permission (including failing to obtain all required licenses or permissions when using the Services to use, copy, download, display, perform, transmit, modify or distribute third party Content, and deleting or altering author attributes, copyright notices or trademark notices with respect to the Content unless expressly permitted in writing by the applicable author or owner), using third party trademarks without appropriate permission or attribution and using, disclosing or disseminating third party information protected as a trade secret in violation of a duty of confidentiality. Without limiting the generality of the foregoing, it is a violation of this Acceptable Use Policy to display on your Web site without appropriate permission any hypertext links to third-party Web sites or other Content or to register or use a domain name that directly or indirectly infringes the intellectual property rights of others.
  3. Engaging in any conduct that violates the personal privacy rights of others, including collecting and distributing information about Internet users without their permission, except as permitted by applicable law.
  4. Obtaining or attempting to obtain Services by any fraudulent means or device with intent to avoid payments;
  5. Causing technical disturbances to the Services or Service Provider's systems, including interfering with the use of Service Provider's systems or services by other customers or users, or otherwise sending, receiving, storing on or transmitting by means of the Services harmful Content, including introducing viruses, worms, Trojan horses, time bombs, cancelbots or any other computer software that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
  6. Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or fraudulently using any information obtained through the use of the Services, including credit card information.
  7. Assisting or permitting others, including through the use of hyperlinks or other Content sent, received, stored on, transmitted or made available by means of the Services, in engaging in any of the conduct prohibited by this Acceptable Use Policy.

## **B. SYSTEM AND NETWORK SECURITY AND INTEGRITY**

1. Violating Service Provider's or any third party's server, system or network security or integrity in connection with use of the Services, including the following:
  - a. Obtaining unauthorized access to or use of any Service Provider or third party data, system, server, network or account (commonly referred to as "hacking" or "cracking"), including probing, scanning, or otherwise testing the security vulnerability of a server, system or network or to breach security or authentication measures without express authorization of the owner of the applicable system, server, network or account;
  - b. Interfering with service to any user, server, system or network, including by means of "denial of service" attacks, "flooding," "mailbombing," deliberate overloading or "crashing" or the use of any kind of program, script or command, or the sending of messages of any kind, designed to interfere with a user's terminal session;
  - c. Monitoring data or traffic on any system, server or network without express authorization of the owner of the applicable system, server or network;
  - d. Forging any TCP/IP packet header, e-mail header or any part of a message header;
  - e. Using manual or electronic means to avoid any use limitations placed on the Services such as timing out;

- f. Failing to prevent unauthorized access to your accounts, including any account passwords; or
  - g. Taking any action in order to obtain services to which Customer is not entitled.
2. Using or hosting Internet Relay Chat ("IRC") scripts, servers or programs, or running IRC robots ("bots" or "clones") or IRC sessions.
  3. Violations of Service Provider's or any third party's server, system or network security or integrity may result in criminal and civil liability.

#### **C. E-MAIL**

1. Using the Services to post or send any of the following types of e-mail:
  - a. E-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the Customer must not send that recipient any further e-mail;
  - b. Unsolicited promotions, advertising or solicitations (sometimes referred to as "spam"), including commercial advertising and informational announcements (for the avoidance of doubt, an e-mail shall be considered unsolicited unless the recipient has expressly requested the receipt of such e-mail via a secure opt-in procedure such as sending a random code to the intended recipient and obtaining the recipient's return of that code);
  - c. Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form;
  - d. E-mail that is intended to harass or annoy, whether through language, frequency, or size of messages;
  - e. Chain letters whether or not the recipient wishes to receive such mailings and whether or not Customer is originating or forwarding such mailings;
  - f. Malicious e-mail, including "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses); or
  - g. E-mails containing omitted, deleted, forged or misrepresented transmission information, including headers, sender name and address and routing information, or any e-mails that otherwise cloak the sender's identity or contact information.
2. Posting the same or similar message to one or more newsgroups, including excessive cross-posting or multiple-posting.
3. Using the Services to collect replies to messages sent from another service provider, which messages violate this Acceptable Use Policy or the acceptable use policy of such other service provider.
4. This Acceptable Use Policy applies to all types of Internet-based messaging now known or hereafter devised, including e-mail, instant messaging and electronic fax.

#### **D. CONSEQUENCES OF VIOLATION OF ACCEPTABLE USE POLICY**

In the event of any violation of this Acceptable Use Policy, Service Provider reserves the right (but not the obligation) to suspend or terminate the Services or the Agreement, disable access to or delete the Content from Service Provider's computer systems, or take such other action as Service Provider deems appropriate, all as further described in the Agreement. Service Provider may involve and cooperate with law enforcement if a criminal violation is suspected. Indirect or attempted violations of this Acceptable Use Policy, and actual or attempted violations by a third party on your behalf, shall be considered violations of this Acceptable Use Policy by you. Furthermore, it is a violation of this Acceptable Use Policy to use the services of another provider for the purposes of facilitating any of the conduct or use of the Services prohibited in this Acceptable Use Policy. Without limiting any of the foregoing, Service Provider in its sole discretion may terminate the Services and the Agreement if Service Provider receives more than one complaint of copyright infringement, and it is Service Provider's policy to terminate the Services of repeat infringers.

If you become aware of any violations of this Acceptable Use Policy, you are obligated to immediately notify Service Provider and take all other appropriate actions to cause such violations to cease.

**General Interpretative Provisions.** Terms for which meanings are defined in this Acceptable Use Policy shall apply equally to the singular and plural forms of the terms defined. The term "including," whenever used in any provision of this Acceptable Use Policy, means including but without limiting the generality of any description preceding or succeeding such term. The headings of this Acceptable Use Policy are for reference only and shall not affect the meaning or interpretation of this Acceptable Use Policy.

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