

# ADDENDUM A

## ACCEPTABLE USE POLICIES

All clients of EC Suite, LLC (“ECS”) agree to abide by the policies contained herein. ECS reserves the right to change and update these policies as it sees necessary.

### Introduction

Most Service Providers have specific guidelines pertaining to general use of the Internet. As the Internet expands, it is increasingly common for an Internet Service Provider, such as ECS, to be blocked from use of another organization's systems due to violations of that system's AUP. Because ECS runs multi-user systems, client actions can have a severe impact on other clients' ability to use the system(s). This is unfair to all ECS users. To this end, ECS has developed these Acceptable Use Policies. They are intended to inform Client of what ECS considers to be acceptable conduct in relation to the Internet, and of what actions we may take, with or without notice, in the event that ECS becomes aware of inappropriate use of its service. This AUP will be used to help ECS' system administrators deal with complaints from users of ECS or other Internet-connected systems, and to determine when action should be taken. It is expected that Client will follow the policies set forth herein. These policies are drawn from applicable law and generally accepted standards of Internet conduct, and are intended to ensure protection of ECS' technical resources, ability to continue to provide high quality service to Client, and protect ECS' reputation as a service provider.

### ACCESS TO ECS' SERVICE IS PROVIDED SUBJECT TO THE FOLLOWING:

#### Security

Client is responsible for all use of Client's account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. ECS will suspend or change access to Client's ECS client account(s) immediately upon notification by Client that Client's password has been lost, stolen or otherwise compromised. ECS is not liable for any usage and or charges prior to ECS making the necessary account alteration. Electronic mail on this system is as private as ECS can make it. Client is reminded that no computer network can ever be considered completely safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted – and even encrypted information is only as secure as the encryption method utilized.

## **Non-Transferability of Account**

The right to use ECS' services is not transferable. Use of ECS' accounts is expressly limited to the Client whose name appears on the contract

## **Unacceptable Conduct**

The following types of conduct are grounds for immediate suspension of service pending investigation by ECS and may result in termination of any and all accounts held by the individual, corporation, or website associated with these violations.

Client will also be held responsible for the actions of Client's business relationships (Referrers, Associates, etc.) that impact ECS. Client's cooperation is necessary to insure that those involved in these relationships comply with ECS' AUP and those of ECS' providers. If they violate any of the following policies, ECS expects Client to make certain that they immediately cease the non-compliant action or that Client discontinues Client's association with them. Continuing violations by Client's business relationships may result in ECS at its discretion having to terminate ECS' agreement with Client.

### **1. Spamming or Harassment**

- A. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate).
- B. Sending unsolicited mass E-mailings (i.e., to more than 25 users) that provoke complaints from the recipients.
- C. Engaging in either (1) or (2) from a provider other than ECS to draw attention to a website housed within ECS' networks or covered by ECS' agreement with Client.
- D. Engaging in abuse or harassment of other individuals on the Internet after being asked to stop by those individuals and/or by ECS.
- E. Mail bombing, i.e., sending large volumes of unsolicited E-mail to individuals or to individual business accounts.
- F. Impersonating another user or otherwise falsifying one's user name in E-mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous retailer services.)

## 2. Network Unfriendly or Illegal Activity

- A. Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.
- B. Attempts to interfere with the regular workings of ECS' systems or network connections or which adversely affect the ability of other people or systems to use ECS' services or the Internet.
- C. Any unauthorized attempts by a client to gain access to any account not belonging to that client on any of ECS' systems.
- D. Any activity, which violates any local, state, U.S., or international law or regulation.
- E. Repeated submissions of transactions to ECS utilizing the same or similar IPs with varying identification information.

## 3. Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the United States is prohibited.

## 4. Usenet Groups

EC Suite reserves the right not to accept postings from newsgroups where we have actual knowledge or reasonably believe that the content of the newsgroup violates this AUP

## 5. Violation of ECS Policy

- A. Attempts to offer for sale any item that is tangible in nature including land, or item that must be shipped to the customer.
- B. Any attempt to bypass or remove ECS' name, logo, or customer support link from any page from ECS' servers.
- C. Failure to fulfill access or services sold to customer.
- D. The posting, display, or advertising of any adult content or anything that would lead a consumer to believe the site contained adult content.
- E. The posting or display of any image or wording related to any website running, participating, or advertising acts allowing the subscriber to bet or gamble on an uncertain outcome, or to play a game of chance for stakes.
- F. Any attempt to display, sell, or transfer materials that violate or infringe any copyright, trademark, right of publicity, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening.
- G. Any attempt to display or sell "Celebrity sites" or content
- H. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. ECS makes every attempt in such cases to work with both U.S. and foreign law enforcement agencies to provide information about the providers and

purchasers of such material. This includes the posting or display of any image or wording instructing users how to make or perform devices or situations that may violate any state, federal, or international law.

- I. Any material uploaded to a ECS subscription page, (aka “join page”) must be non-sexual in nature, and may only include non-nude individuals. ECS reserves the right to review and reject any material for any reason.
- J. MasterCard specifically prohibits the use of MasterCard’s registered marks including the word “MasterCard” and/or their logo on any site without their written permission.
- K. Any attempt to mislead the consumer as to the site’s content or actual initial or recurring pricing of the protected website.
- L. Failure to place a clear disclosure of trial periods and recurring charges conspicuously on the website.
- M. Using any wording relating to credit card use for age verification purposes.
- N. Use of blind links to ECS signup page. Users should have a reasonable expectation of getting a signup form when they click the link.
- O. No part of the protected website may be hosted on a free web host or anywhere, which violates the host’s AUP policy.
- P. The members’ area of the protected website may not be inaccessible to users for more than a 24-hour period at a time, and not more than one 24-hour period in a 30-day period.
- Q. If client chooses to utilize the rebilling option for sites containing members’ areas, the members’ area must be updated in a time frame that is equal to or less than the rebilling cycle. For example, if Client bills every thirty days, they must update their members’ area at least every thirty days.
- R. ECS will not process transactions for protected websites offering shell accounts. ECS may cancel any accounts whose primary use can be determined as supporting the use of bots such as Eggdrop or any other programs executed on a server through a Telnet or a dial-up account.
- S. ECS will not process for sites advertising or selling the following:
  - 1) buyers clubs or membership clubs;
  - 2) credit counseling or credit repair services;
  - 3) direct marketing or non-internet type subscription merchants;
  - 4) infomercial merchants;
  - 5) multi-level marketing businesses;
  - 6) outbound telemarketers;
  - 7) prepaid phone cards or prepaid phone services;
  - 8) rebate-based businesses;
  - 9) "Up-Sale" merchants;

- 10) free grants or grant giveaways;
  - 11) cash, money-making opportunities, or making money at home opportunities;
  - 12) "cash for opinions";
  - 13) grant/cash money making schemes;
  - 14) Tobacco sites or any site that offers information and/or services for purchasing tobacco products on the internet;
  - 15) Pharmaceutical Informational Sites or any site that offer information and/or services in relation to the purchasing of Pharmaceutical drugs; or
  - 16) escort services
  - 17) any website that is in violation of the card associations rules.
- T. Using an approved sub-account and its signup form to process for another URL that is not registered to that sub-account and approved by ECS and/or card association(s).
- U. "Posting in" payment information or any other violation of card associations' rules. Violations of card association rules may result in the immediate termination of all services by ECS including recurring billing. ECS will hold all funds until such time as all card association fines, chargebacks, and refunds have been satisfied.

### **Compliance with Rules of Other Networks**

Any access to other networks connected to ECS' Internet service must comply with the rules for that network as well as with ECS' rules.

### **Monitoring/Privacy**

ECS reserves the right without Client's permission to monitor any and all communications through or with its facilities as well as all Clients' sites for compliance with this AUP and ECS' Terms and Conditions. ECS may also be required to provide access to Client's websites to representatives of the card associations and/or their acquiring members for monitoring for compliance with their operating rules. Client agrees that ECS is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for ECS' employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred.

### **Cooperation with Authorities**

ECS reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, trademarks, child pornography, postings or E-mail containing threats of violence or other illegal activity without notification to Client.

### **Confidentiality of Personal Subscriber Information**

ECS will not release any client or customer personal subscriber information, nor client or customer billing information, to any third party except upon presentation of a valid court order, or to a request to which ECS is legally required to respond to. Client agrees that ECS' judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.

### **ECS' Right to Modify These Acceptable Use Policies**

ECS may modify these Acceptable Use Policies on its website in any way, at any time. It is Client's responsibility to review the AUP on the Admin website on a regular basis to ensure compliance with the latest version of this AUP. Client's use of ECS' services after such changes have been posted shall constitute Client's acceptance of the modifications to these policies.

ECS may at its sole discretion accept or reject Client's site.

Any complaints about a client's violation of the AUP should be sent to [abuse@ECSuite.com](mailto:abuse@ECSuite.com).