

Acceptable Use Policy

April 2009

Acceptable Use

Fetter Logic, Inc. (“Fetter Logic”) has published this acceptable use policy (“AUP”) in an effort to enhance the use of the Internet by promoting responsible use and in an effort to provide a reliable, high-quality service to its customers. In that regard, Fetter Logic requires its customers and other third-party users (collectively, it’s “Users”) to utilize Fetter Logic’s services and network responsibly and in compliance with all applicable laws and the terms of this AUP. This AUP supplements rather than supersedes any and all agreements between a User and Fetter Logic with respect to the use of Fetter Logic’s services and network by such User. Use by a User of Fetter Logic’s services or network constitutes acceptance by such User of the terms of this AUP.

Prohibited Conduct

Users may not use Fetter Logic’s services or network (i) in violation of any applicable local, state, or federal law or regulation; (ii) in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property; (iii) to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate; (iv) to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam; (v) to transmit any materials that harass another person or entity; or (vi) to transmit viruses, Trojan horses, or other materials harmful to any network or equipment or other Users or third parties.

System and Network Security

Users may not use Fetter Logic’s services or network to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service, or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network or system

without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, flooding, mailbombing, crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

Spamming

Users may not use Fetter Logic's services or network to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation. In addition, Users are prohibited from using the services or network of another provider to send spam or to promote a site hosted on or connected with Fetter Logic's services or network.

Usenet

All postings to Usenet groups must comply with such group's charter, rules, guidelines, and agreements (collectively, "Usenet Policies"). In addition to any such Usenet Policies, Users may not use Fetter Logic's services or network to post the same or similar messages to one or more Usenet groups (commonly known as "Usenet spam").

E-mail Limits

In order to ensure server stability and uptime of the mail server, the following limits shall apply to all Users of Fetter Logic e-mail: (i) size per message: 15 MB (incoming and outgoing); and (ii) maximum mailbox size: 20 MB (total). Messages that exceed the above limit shall be rejected, and mailboxes that exceed the above limit shall not be able to receive further incoming mail. Messages that have been unchecked for 90 days automatically shall be deleted from the server.

Consequences

If Fetter Logic determines that a User has violated any of the terms of this AUP, Fetter Logic shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or to suspend such User's services. Fetter Logic may involve

and shall cooperate with law enforcement authorities if criminal activity is suspected. In addition, Users who violate this AUP may be subject to civil or criminal liability. Fetter Logic shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by Fetter Logic pursuant to this AUP. In order to protect the Fetter Logic network and all Users utilizing the Fetter Logic network, Fetter Logic shall have the right, immediately and without prior notice, to terminate routing of a User's assigned IP address space in the event such User is under a network-based attack; however, Fetter Logic shall use reasonable efforts to reinstitute routing of such User's assigned IP address space in Fetter Logic's discretion following such network-based attack. In the event that a User experiences repeated network-based attacks, Fetter Logic reserves the right to suspend or terminate such User's services immediately and without prior notice.

Violation Reporting

Violations or potential violations of this AUP may be reported to Fetter Logic at infosec@fetterlogic.com.

Modifications

Fetter Logic reserves the right to modify this AUP from time to time without notice in Fetter Logic's sole discretion. Such modifications shall be effective when posted.

Version History

Version Number	Date	Reason/Comments
V1.00		Original Draft
V 1.10	April 22, 2009	Updated formatting