

## Acceptable Use Policy

### 1. ACCEPTANCE OF TERMS

This Acceptable Use Policy (Policy) sets forth the principles, guidelines, and requirements governing the use by customers and users (collectively, "Users") of H5's Data Centers' systems, networks, services, facilities and products (the "Services"). User's use of the Services shall constitute acceptance with the terms of these Requirements. The Policy also applies to any person visiting any of the H5 web sites, whether such person is a H5 Data Center customer or user, a visitor to a public area of our Services, or a participant in one of our promotional offerings. H5 Data Centers reserves the right to modify this Policy at any time, effective upon delivery of the modified Policy to Customer. Users are advised to regularly review the Policy. This document has been created to promote the integrity, security, reliability and privacy of the Services. Any violation of this Policy may result in the immediate suspension or termination of the Services, without prior notice.

#### Prohibited Uses

Abuses of the Services described below are prohibited under the Policy. User shall be responsible for determining what laws or regulations are applicable to its use of the Services. The Services may be used only for lawful purposes and may not be used to violate any operating rule, policy, or guideline of any other online service provider or interactive service. The examples identified in the subsections below are non-exclusive and are provided, in part, for guidance purposes.

Users will be held responsible for any activity that violates this Policy by third parties using their accounts.

### 2. General

The Services may not be used to transmit, retransmit, distribute, post, or store any material, that, in the sole judgment of H5 Data Centers:

1. is obscene, indecent, profane, pornographic, threatening, libel, defamatory, or otherwise objectionable information of any kind, including material that restricts a civil liberty;
2. is an action that restricts or inhibits any person in its use or enjoyment of Services or any other systems and services;
3. violates privacy rights of any person. Do not collect nor disclose any personal addresses, social security number, or other personally identifiable information without each holders' written permission. Do not cooperate in or facilitate identity theft;
4. constitutes deceptive or misleading on-line marketing. Sending of bulk unsolicited emails (Spam) or selling or marketing any product or service advertised by or connected with SPAM. Violation of the CAN-Spam Act of 2003;
5. is in violation of any rights of any person including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations including, but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the User;
6. is in violation of any local, state, federal, or international law or regulation or guidelines of any other online service provider or interactive service;
7. is violating export control laws; and
8. is furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).
9. utilizing multiple logins, except as permitted by H5 Data Centers;
10. attempting to circumvent the "idle daemon" or time charges accounting, or attempts to run programs while not logged in by any method;
11. consuming excessive resources, including CPU time, memory, disk space and session time or using the resource-intensive programs that negatively impact other system Users or the performance of H5 Data Centers' systems or networks including Internet; and



12. Sharing of passwords or accounts with others.

### 3. Prohibited Uses of Services

User must use the Services in a manner that, in H5 Data Centers' sole judgment, is consistent with the purposes of such Services. User shall not resell any of the Services without the prior written consent of H5 Data Centers.

**Abusive Behavior:** Do not harass, threaten, harm or defame any person or entity or incite others to do so. Do not contact any person who had requested no further contact. Do not use ethnic or religious slurs against any person or group.

**Hacking, Viruses and Network Attacks:** Do not access any computer or communication system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of H5 Data Centers of other users of the Service.

### 4. Violations of the Requirements

H5 Data Centers does not intend to actively monitor the content of web sites, e-mail, news groups, or other materials created or accessible over the Service. H5 Data Centers, however, reserves the right to monitor such services. Violations of this Policy may result in temporary suspension or permanent termination of the Service, demand for removal of offending material, blocked access, or any other action H5 Data Centers deems appropriate to address the violation. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. H5 reserves the right to cooperate with legal authorities and/ or injured third parties in the investigation of any suspected crime or civil wrongdoing. H5 Data Centers may bring legal action to enjoin violations and/or collect damages caused by violations of these Requirements.

### 5. Waiver of Liability

In no event will H5 Data Centers be liable to any User or third party for any direct, indirect, special or other consequential damages for actions taken pursuant to these Requirements, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if H5 Data Centers was advised of the possibility of such damages.

### 6. Complaints

H5 Data Centers request that anyone who believes that there is a violation of this Acceptable Use Policy or who would like to register a complaint regarding abusive conduct must report to H5 using one or more of the following methods:

. By mail to:

H5 Data Centers Policy Review Board – Data Center Services  
ATTN: Bill Johnson  
5350 S. Valentia Way  
Greenwood Village, CO 80111

By E-mail to: [support@H5datacenters.com](mailto:support@H5datacenters.com)

Each complaint must include a valid return address. H5 Data Centers must be able to independently verify each instance of abuse, and so, if available, please include in your complaint the following:

- The IP address used to commit the alleged violation,
- The date and time (with time zone) of such violation; and
- Specific details of the violation.



Include in the complaint the violation and the complete text of the objectionable message. Please do not send excerpted parts of a message; sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and may enable us to determine whether any part of the message has been forged.