MojoHost B.V. Acceptable Use Policy

Created: July 1, 2015
Last Updated: July 1, 2015

General Statement

MojoHost supports the uncensored flow of information and ideas over the Internet and does not actively monitor customer activity under normal circumstances. Moreover, MojoHost does not exercise editorial control over the content of any website, email transmission, newsgroup, or other material created or accessible through the services, except for certain proprietary websites. However, MojoHost will not tolerate certain conduct from its customers and others who use its services. The purpose of this acceptable use policy ("*AUP*") is to inform all customers of the acceptable uses of the services. MojoHost is committed to encouraging the use of the Internet through its services and third-party services, but the use must be consistent with the laws and regulations governing use of the Internet and must protect the right of its other customers to use its services. MojoHost designed this AUP to achieve these goals. Customer agrees to comply with the AUP and is responsible for the use of the services and third-party services by all entities and individuals whom Customer permits to use the services, third-party services, or the customer offering. In addition to its rights under the master services agreement ("*MSA*"), MojoHost may change this AUP at any time, effective when posted to the website. Customer's use of the services or third-party services after MojoHost posts changes to the AUP will constitute acceptance of any changed or additional terms.

Public Network

MojoHost's public network provides public Internet access to Customer servers and data storage services on MojoHost's network. MojoHost grants all customers equal access to the public network.

Private Network

MojoHost's private network provides Customer with secure private network connectivity from Customer's private backend network directly to Customer servers and data storage devices on MojoHost's internal network and to other services. Customer may use the private network to: (1) upload/download content, administer Customer servers and data storage devices; (2) transmit information between Customer servers and data storage devices; (3) transmit information between Customer's private backend servers and Customer servers and data storage devices provided by MojoHost; (4) administer the customer content; (5) retrieve data; (6) access server consoles; and (7) otherwise manage the customer content. Customer can also use the private network for access during periods of temporary suspension of services to Customer as provided under the MSA.

IP Addresses

Customer will comply with the IP address policy, which MojoHost may change on one or more occasions. Except as stated in the IP address policy, MojoHost owns and manages all IP addresses assigned to Customer. These IP addresses are nontransferable, and Customer retains no ownership or transfer rights to these IP addresses. MojoHost assigns all IP addresses on a per VLAN, per

server basis. Customer's attempt to use any unallocated IP address or any IP addresses on VLANs not assigned to Customer violates this AUP.

Prohibited Uses

The following list provides a number of general prohibited uses of the services or third-party services that violate this AUP. However, the following list does not represent a comprehensive or complete list of all prohibited uses.

1. **Unlawful Activities:** MojoHost prohibits the use of the services or third-party services in violation of any applicable local, state, provincial, federal, national, or international law, treaty, court order, ordinance, regulation, or administrative rule. This includes:

   a. Child pornography

   b. Unlawful gambling activities

   c. Threats, harassment, and abuse of any individual, organization, or business

   d. Fraudulent activities

   e. Terrorist websites or other websites advocating human (or animal) violence and hate crimes based on race, gender, sexual orientation, religion, ethnicity, or country of origin

   f. Unlawful high yield investment plans, Ponzi schemes, or linking to or advertising these schemes

2. **Child Pornography:** MojoHost prohibits the use of the services or third-party services to publish, submit, receive, upload, download, post, use, copy, or otherwise produce, transmit, distribute, or store child pornography.

3. **Unsolicited Email:** MojoHost prohibits the use of the services or third-party services to send or receive mass-unsolicited email ("SPAM"). This prohibition includes (1) the direct sending and receiving of these messages; (2) support of these messages through webpage, splash page, or other related websites; or (3) the advertisement of these services. This prohibition also includes the falsifying of packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator, or point of origin, or knowingly deleting any author attributions, legal notices, or proprietary designations or labels in a file that Customer mails or sends.

4. **Email Bombing:** MojoHost prohibits the sending, returning, bouncing, or forwarding of email to specified users in an attempt to interfere with or overflow email services.

5. **Proxy Email:** MojoHost prohibits the use of the services or third-party services as a proxy email server to forward email to unrelated third parties.

6. **UseNet SPAM:** MojoHost prohibits the use of the services to send, receive, forward, or post UseNet unsolicited email or posts. This prohibition includes UseNet services located within the MojoHost network or unrelated networks of third parties.

7. **Hacking:** MojoHost prohibits the use of the services or third-party services for hacking, attacking, gaining access to, breaching, circumventing, or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software, or data without express authorization of the owner of the system or network.

8. **Threatening Material or Content:** MojoHost prohibits the use of the services or third-party services to host, post, transmit, or retransmit any content or material that harasses, or threatens the health or safety of others. In addition, MojoHost may decline to provide services or third-party services if MojoHost finds the content obscene, indecent, hateful, malicious, racist, defamatory, libelous, fraudulent, treasonous, excessively violent or promoting the use of violence, or otherwise harmful to others.

9. **Violation of Intellectual Property Rights:** MojoHost prohibits the use of the services or third-party services to (1) publish, submit, receive, upload, download, post, use, or copy content or material of others without their consent; (2) to reproduce, transmit, retransmit, distribute, or store content or material of others without their consent; or (3) to engage in any other activity that infringes, misappropriates, or violates the intellectual property rights, privacy rights, or publicity rights of another person, including MojoHost. Intellectual property rights, privacy rights, and publicity rights include any rights protected by copyright, patent, service mark, trademark, trade dress, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right now known or later recognized by treaty, statute, judicial decision, or regulation.

10. **Distribution of Malware:** MojoHost prohibits the storage, distribution, fabrication, or use of malware, including virus software, root kits, password crackers, adware, key stroke capture programs, and other programs normally used in malicious activity. But Customer may request MojoHost to approve the use of these programs in the ordinary course of business. MojoHost will consider these requests on a case-by-case basis.

11. **Phishing:** MojoHost prohibits any activity designed to collect personal information—name, account numbers, usernames, passwords, etc.—under false pretenses. Splash pages, phishing forms, email distribution, proxy email, or any activity related to phishing activities may result in the immediate suspension of Customer's account.

12. **Violation of Agreements related to Third-Party Services:** MojoHost prohibits any activity that violates any TPS agreements.

13. **Denial of Service:** MojoHost prohibits any activity that implements or assists in implementing a denial of service attack. MojoHost prohibits the use of services for the organization, propagation, or control of denial of service attacks ("*DoS*") or distributed denial of service attacks ("*DDoS*"). Customers may not use the services to perform DoS or DDoS mitigation activities—like service proxying or data scrubbing—that may result in attracting inbound denial of service attacks toward the services. Any relation to DoS or DDoS type activity directly violates this AUP.

Reporting Violation of the AUP

MojoHost accepts reports of alleged violations of this AUP by email sent to abuse@MojoHost.eu. Reports of alleged violations must be verified and must include (1) the name and contact information of the complaining party, (2) the IP address or website allegedly in violation, and (3) a description of the alleged violation. Unless otherwise required by law, MojoHost owes no duty to third parties reporting alleged violations. MojoHost will review all verified third-party reports and will take all actions it considers appropriate under the circumstances.

MojoHost will comply with and respond to valid subpoenas, warrants, or court orders. If applicable law or regulation permit, MojoHost will forward to Customer any subpoenas, warrants, or court orders and Customer may respond. However, MojoHost may respond to any subpoena, warrant, or court order if it is the named party in the subpoena, warrant, or court order.

Procedure for Addressing Violation of the AUP

If MojoHost learns of an alleged violation of this AUP, it will initiate an investigation within 24 to 48 hours. During this investigation, MojoHost may restrict Customer's access to prevent further possible unauthorized activity. If MojoHost finds that Customer violated this AUP, it may restrict, suspend, or terminate Customer's account or pursue other civil remedies. MojoHost also may seek to recover any costs and expenses associated with the investigation of an alleged AUP violation. If the violation is a criminal offense, MojoHost will notify the appropriate law enforcement agency of the violation.

MojoHost does not issue SLA credits for any outages incurred through service disablement resulting from AUP violations, or outages incurred during investigation of possible violations.

MojoHost will hold Customer liable for all costs and expenses MojoHost incurs because of Customer's violation. This includes legal fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited mailings, unauthorized bulk mailings, or news server violations.

The first violation will result in a cleanup fee of €250 per complaint and MojoHost will review Customer's account for possible immediate termination. A second violation will result in a cleanup fee of €500 per complaint and immediate termination of Customer's account. "Complaint" means (1) an email complaint sent directly to MojoHost, (2) an email complaint sent directly to an upstream provider or carrier, (3) a "SpamCop" listing, (4) a SPEWS listing, (5) an SBL listing, (6) an OpenRBL listing, (7) a listing on any email "block list" that may result in the interruption of service to the MojoHost network, or (8) any other notice (regardless of transmission mechanism) of an alleged violation of this AUP.

The customer who violates this AUP also will pay MojoHost an investigation fee of no more than €200 per hour for the time MojoHost personnel must spend to investigate any violations in addition to the above cleanup fees.

Decisions about the termination or suspension of an account are final. MojoHost will not negotiate about suspension or termination of an account for breach of this AUP or the MSA. On termination of an account, the outstanding balance of that account will immediately become due.

Disclaimer

MojoHost may refuse new service to any individual, group, or business. MojoHost also may discontinue service to customers with excessive or multiple repeated violations.

While MojoHost may suspend or terminate the services or Customer's access to the services, edit or remove any content that it considers to violate this AUP or is otherwise harmful or offensive, MojoHost does not intend to review, monitor, or control content sent or received by Customer using the services unless required by law and thus MojoHost accepts no responsibility or liability to Customer or any other person for the content of any communications that are transmitted by or made available to Customer or its users, regardless of whether they originated from the MojoHost network or the services.

In no event will MojoHost be liable to any user of its services (Customer or customer end user) nor any third party for any direct, indirect, special, or consequential damages for actions taken under this AUP, including any lost profits, business interruption, loss of programs or other data, or otherwise.