Lithium Hosting, llc

Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs your use of the Services and is incorporated by reference into Lithium Hosting, llc's Customer Master Agreement / Terms of Service. Unless otherwise stated, defined terms in this AUP have the meanings provided in the Terms of Service. Lithium Hosting, llc may modify this document at any time without notice.

This document sets forth the principles, guidelines and requirements of the Acceptable Use Policy of Lithium Hosting, llc ("Company") governing the use by the Customer ("Customer") of the Company's products and services ("Products and Services"). The Purpose of the Lithium Hosting, llc Acceptable Use Policy, hereinafter referred to as the AUP, is to comply with all federal, state, and local laws coupled with protecting the network security, network availability, physical security, Customer privacy, and other factors affecting the services provided by Lithium Hosting, llc. Lithium Hosting, llc reserves the right to impose reasonable rules and regulations regarding the use of its services provided to all Customers and such rules and regulations are subject to change. Such rules and regulations are located on the Internet at https://v8.lithiumhosting.com/acceptable-use-policy. The AUP is not an all inclusive exhaustive list and Lithium Hosting, llc reserves the right to modify the AUPs at any time as needed, effective upon either the posting of the modified AUPs to https://v8.lithiumhosting.com/acceptable-use-policy or notification to the Customer via their client portal. Acceptance and execution of the Customer Master Agreement / Terms of Service binds all parties to Lithium Hosting, llc stated AUP at the time the contract is executed and as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as Lithium Hosting, llc deems appropriate. No credit will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY SECTION OF THE AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM Lithium Hosting, llc.

The use of services from Lithium Hosting, llc constitutes agreement to these terms and the terms set forth in all referenced documents and policies.

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1. **COMPLIANCE WITH THE LAW**

Customer shall not post, transmit, retransmit or store material on or through any of Services or Products which, in the sole judgment of the Company (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the 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 Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

2. **CUSTOMER SECURITY OBLIGATION**

Each Customer must use reasonable care in keeping each website, server or network devices attached to Lithium Hosting, llc infrastructure up-to-date and patched with the latest security updates. Failure to use reasonable care to protect your website, server or service may result in a security compromise by outside sources. Lithium Hosting, llc is not responsible for Customer website or server level security unless a security administration package, or firewall security administration package is associated with the respective service. A compromised website or server creating network interference will result in immediate Customer notification and will be disconnected from the network immediately so as to not directly affect other Customers. No service credits will be issued for outages resulting from disconnection due directly to breached website or server security. The Customer is solely responsible for any breaches of security affecting websites or servers under Customer control. If a Customer intentionally creates a security breach, the cost to resolve any damage to Customer's website or server or other services will be charged directly to the Customer. The labor used to resolve such damage is categorized as emergency security breach recovery and is currently charged at $250 USD per hour.

3. **SYSTEM AND NETWORK SECURITY**

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability. Lithium Hosting, llc investigates all incidents involving such violations and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

- Introduction of malicious programs into the network or server (example: viruses, worms, Trojan Horses and other executables intended to inflict harm).
- Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a serve or account that the Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information.
- Executing any form of network activity that will intercept data not intended for the Customer's website or server.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the Customer's host (example: denial of service attack or distributed denial of service attack).
- Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.
- Failing to comply with the Company's procedure relating to the activities of Customers on the Company's premises. Violators of the policy are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as emergency security breach recovery and

is currently charged at $250 USD per hour required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be terminated immediately. No service credits will be issued to Customers terminated for network violations.

4. **PROHIBITED USES**
   a. **Infringement of Intellectual Property Rights or Copyright.**
      i. Use of the Services to infringe upon another party's intellectual property rights is prohibited. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. Selling or offering to sell any counterfeit merchandise will result in the immediate termination of your account. Any account found to be infringing on the intellectual property rights of others will be expeditiously removed or access to the material will be disabled. Any account found to be in repeated violation of this prohibition will be suspended or terminated.
      ii. If you believe that your intellectual property rights are being infringed upon, please email abuse@lithiumhosting.com. For copyright infringement claims, Lithium Hosting, llc follows the Digital Millennium Copyright Act ("DMCA") notice and take down procedures. A list of the information required to submit a sufficient copyright infringement claim can be found here: DMCA Filing Information.

   b. **Using a shared account as a backup/storage device.**

      You may not use a shared hosting account as a backup/storage device with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

5. **PROHIBITED MATERIAL**
   a. **Prohibited material on our services include without limitation:**
      - BiTTorrent Trackers / Seedboxes
      - IRC (Internet Relay Chat) Services, including but not limited to IRCd, XDCC Bots, or FServs
      - Tor exit nodes or other forms of anonymous proxies or VPN services, due to the type of traffic that flows through them violating other parts of our terms of service
      - Pirated software
      - Hacker utilities or archives
      - Forums and/or websites that distribute or link to warez/pirated/illegal content
      - Installation or distribution of a software product that is not appropriately licensed for use by you
      - Data not intended for you by any method
      - Spamming Software
      - Bitcoin Miners
      - Automated or manual routines which consume excessive network bandwidth or computer resources software that circumvents user authentication or security of any host, network or account
      - Trademarked or copyrighted material which you are not licensed to distribute
      - Sale of any controlled substance without prior proof of appropriate permit(s)
      - Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, etc)

   b. **Child Pornography Prohibited.**

      Lithium Hosting, llc will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are

ultimately responsible for the actions of their clients over the Lithium Hosting, llc network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

c. **Other Prohibited Content.**

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our Terms of Service or this AUP in any manner may be removed from our servers (or otherwise disabled), with or without notice.

6. **EXCESSIVE RESOURCE USAGE**
   a. **You may not:**
      i. Use twenty-five percent (25%) or more of our system resources for longer than ninety (90) seconds at a time. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.
      ii. Run stand-alone, unattended server-side processes at any point in time on our Shared Servers. This includes any and all daemons, such as IRCD.
      iii. Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
      iv. Run any software that interfaces with an IRC (Internet Relay Chat) network.
      v. Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our servers.
      vi. Participate in any file-sharing/peer-to-peer activities
      vii. Run cron entries with intervals of less than fifteen (15) minutes on our Shared Servers
      viii. Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately.
      ix. Include the URL when using PHP include functions for including a local file. Instead of including 'http://yourdomain.com/include.php', use 'include.php' or '/path/to/include.php'.
      x. Force html to handle server-side code (like php and shtml) to help reduce usage.

   b. **Inode Usage.**

   The use of more than two hundred and fifty thousand (250,000) inodes on any shared or reseller account may result in a warning, and if no action is taken to reduce the excessive use of inodes, your account may be suspended. If an account exceeds one hundred thousand (100,000) inodes it will be automatically removed from our backup system to avoid over-usage, however, databases will still be backed up as a courtesy in our sole discretion. Every file (i.e. a webpage, image file, email, etc.) on your account uses up one (1) inode.

   User accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes is typically due to Users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands

of messages (or more) build up, eventually pushing the account past an acceptable amount of inodes. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: ":fail: No such user here".

7. **INTERNET ETIQUETTE**

Each Customer is expected to execute reasonable Internet etiquette (Netiquette). The Customer will comply with the rules appropriate to any network to which Lithium Hosting, llc may provide access. The Customer should not post, transmit, or permit Internet access to information the Customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against Lithium Hosting, llc by offended users. Lithium Hosting, llc reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

8. **DEFAMATION**

Websites hosted on Lithium Hosting, llc servers in the U.S. are regulated by U.S. law. Accordingly, pursuant to Section 230(c) of the Communications Decency Act, Lithium Hosting, llc policy is not to remove allegedly defamatory material from websites hosted on our servers unless the material has been found to be defamatory by a court, as evidenced by a court order. As a webhost, Lithium Hosting, llc is not a publisher of Customer content and we are not in a position to investigate the veracity of individual defamation claims. We rely on the legal system and the courts to determine whether or not material is indeed defamatory. In any case in which a court order indicates that material is defamatory, libelous, or slanderous in nature, we will disable access to the material. Similarly, in any case in which a U.S. court has placed an injunction against specified content or material being made available, we will comply and remove or disable access to the material in question.

9. **NO SPAM; EMAIL POLICY**

Use of email on Lithium Hosting, llc servers is governed by our Email Policy and these terms below:

a. **Mass Mailings**

Lithium Hosting, llc has a zero-tolerance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Lithium Hosting, llc whether or not the message actually originated from our network.

b. **Mailing Lists**

Lithium Hosting, llc mass mailing rules also apply to mailing lists, list servs, or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

If your actions have caused Lithium Hosting, llc IP address ranges to be placed on blackhole lists and other mail filtering software systems used by companies on the internet, you will be assessed a $250 charge to your account and $250 per hour for administrative charges incurred to remove and protect IP ranges.

Violation of the above terms will result in one or all of the following:

- A warning via email or phone.
- Removal of DNS for the advertised / originating site.
- Temporary shutdown of the server or a block on outgoing mail.
- Null routing.

Repeat violation of the above terms will result in the following actions:

- Immediate disconnection of service with no re-activation.
- $250 fee assessed to your account for violation.

10. **IP ALLOCATION**

Lithium Hosting, llc administers a network on which multiple Customer servers reside. Customers shall NOT use IP addresses that were not assigned to them by Lithium Hosting, llc, staff or network administrators. Any server utilizing IP addresses outside of the assigned range will be suspended from network access until such time as the IP addresses overlap can be corrected. Use of an unauthorized IP address will result in a charge of $25 per IP. Use of an unauthorized IP address creating a third party Customer outage will result in a $250 charge and termination of service until the IP allocation is resolved.

11. **IRC POLICY**

IRC Servers are not allowed on Lithium Hosting, llc servers or network.

12. **VIOLATIONS**

Lithium Hosting, llc reserves the right to suspend service to any Customer located in our datacenter for violation of the AUP. Lithium Hosting, llc will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference as reasonably possible. Lithium Hosting, llc reserves the right to terminate service without notice for continued and repeated violations of the AUP. Continued violations of the AUP resulting in cancellation of services will also result in a fee in the amount of $250 and contract acceleration for all amounts outstanding under the contract term.

a. **Resellers**

If there is a violation of this AUP by one of a reseller's client's account, Lithium Hosting, llc will suspend the account in question and will notify the reseller so that the reseller can terminate the account. Lithium Hosting, llc may, but is not obligated to, monitor the account or website for any subsequent violations. The occurrence of additional violations may result in the immediate termination of your reseller account.

b. **Direct customers**

Your Services may be terminated with or without notice upon any violation of this AUP. If applicable, violations will be reported to the appropriate law enforcement agency.