

ACCEPTABLE USE POLICY (AUP)

1. By using our Web hosting services You agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. By consenting to agree to our contract electronically, Your consent applies only to this transaction, but includes all amendments to policies and procedures applicable to these Terms & Conditions.
2. You must update your electronic contact information with us as soon as possible after a change by contacting us at custserv@netwood.net. Please specify your domain name, account number, full name, address and your updated information.
3. You may request (without charge) a printed copy of the Terms & Conditions and/or the policies and procedures applicable to these Terms & Conditions by contacting us a custserv@netwood.net even if you initially accepted an electronic version.
4. Netwood's servers and services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes – without limitation – material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization and material that constitutes an illegal threat or violates export control laws. Illegality in any form, including but not limited to activities such as unauthorized distribution of copyrighted software, violation of U.S. export restrictions, harassment, fraud, drug dealing, and other illegal activities. We will be the sole arbiters as to what constitutes a violation of this provision.
5. Netwood makes no warranties or representations of any kind for the services which are being provided. We explicitly disclaim any warranty of merchantability or fitness for a particular purpose whatsoever. We are not responsible for any loss You suffer as a result of using Netwood's services and servers, including but not limited to, loss resulting from delays, improper or incomplete delivery of information, possible computer viruses or interruption of service regardless of cause. Notwithstanding the above, You agree that should Netwood be held liable in a court of law for any action or lack of action related to Your use of Netwood, our liability is limited to the unused portion of Your subscription fee.
6. The provisions of this policy are intended as guidelines and are not meant to be exhaustive. Conduct that violates law and/or regulation whether or not expressly mentioned in this policy, is prohibited. Netwood reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.
7. Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCT-IP packet header or any part of the header information in an e-mail.
8. It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.
9. It is a violation of Netwood's policy for customers to use our servers to effect or participate in any of the following activities:
 - a) Sending of unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
 - b) To engage in any of the foregoing activities using the service of another provider but channeling such activities through a Netwood provided server, or using a Netwood provided server as a mail drop for

responses;

c) To falsify user information provided to Netwood or to other users of the service in connection with use of a Netwood service.

10. If and when Netwood becomes aware of an alleged violation of its Acceptable Use Policy, Netwood will initiate an investigation. During the investigation Netwood may restrict Your access in order to prevent further possible unauthorized activity. If You are found in violation of any policy, Netwood may, at its sole discretion, restrict, suspend, or terminate Your account and/or pursue other civil remedies. Netwood reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation.

11. Netwood does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

12. You will be held liable for any and all costs incurred by Netwood as a result of Your violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings. Unless You can show proof that the recipient voluntarily signed up and/or chose to Opt-In to Your list, first violations will result in a Cleanup Fee of \$250 and Your account will be reviewed for possible termination. A second violation will result in a Cleanup Fee of \$500 and immediate termination of Your account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than \$150 per hour that Netwood personnel must spend to investigate any violations.

13. Netwood reserves the right to add, delete or modify any provision of this Policy at any time without notice