



## **ACCEPTABLE USE POLICY**

This Acceptable Use Policy (“Policy”) describes the proper and prohibited use of BLACKBIRD, LLC (“BlackBird”) hosting services (“Services”) as subscribed to per the Master Service Agreement. This Policy is designed as a guideline and is not exhaustive as such. The policy can be modified from time to time effective upon posting on <http://www.blackbirdnest.com/legal>.

The Services allow you to develop, publish, and display a web site, store data in a database, send and receive e-mail messages, maintain a bulletin board through which you can interact with the Internet users or other systems, and transmit, post, store, send and retrieve various information. BlackBird does not monitor or censor the information you make available or collect through the use of the Services with the exception of systems and network resources monitoring. However, BlackBird will act upon Policy violations when such are discovered during regular monitoring processes or reported to BlackBird. BlackBird expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette.

As consideration for BlackBird’s provision of Services, you agree to abide by the following provisions relating to the acceptable use of your BlackBird account.

### **BlackBird reserves the right in its sole discretion to:**

- Revise this Acceptable Use Policy which shall be posted at <http://www.blackbirdnest.com/legal>; and
- Remove any content for any reason, including but not limited to, your violation of any conditions of this Acceptable Use Policy. BlackBird’s right to remove inappropriate content under this Policy shall not place an obligation on BlackBird to monitor or exert editorial control over the content of your account.

### **You agree not to use or allow access to BlackBird services to:**

1. Create or maintain software download or distribution sites or sites created for the purpose of mass distribution of software products. A software distribution site is defined as a site on which 50% or more of total bandwidth (data transfer) is used for programs or binary code downloads.
2. Create or maintain sites that generate system errors or exceptions that disrupt servers’ performance or cause server-wide outages. This includes overriding or avoiding system settings and restrictions imposed by the terms of Services.
3. Create or maintain sites that consume thirty-five percent or more of CPU capacity or use two hundred megabytes of memory, both physical and virtual combined, on the hosting server.
4. Exceed allowed bandwidth by transferring amounts of data greater than allowed by the terms of purchased Service.
5. Violate any applicable laws, regulations, or other provisions having the force of law, either intentionally or unintentionally.
6. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
7. Employ misleading e-mail addresses or falsify information in any part of any communication.



8. Upload, transmit, disseminate, post, store or post links to any content that:
- Prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;
  - Facilitates hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
  - Falsifies origin by forging TCP/IP packet headers, e-mail headers, or any part of a message header, unauthorized monitoring of data or traffic;
  - Interferes with service to any user, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an attack, or any other means resulting in a crash of a host either deliberately or by negligence;
  - Infringes or contributes to any infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party;
  - Is or may be considered unsolicited or unauthorized advertising, promotional materials, or any junk mail, spam, spamvertisements, make money fast schemes, chain letters, pyramid schemes, or any other form of solicitation;
  - Contains viruses, worms, Trojan horses, time bombs, trap doors, or any other computer code, files, or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - Is unlawful, harmful, threatening, abusive, harassing, tortious, unlawful, libelous, defamatory, vulgar, obscene, or invasive of privacy;
  - Is of adult nature, pornographic, or harmful to minors;
  - Promotes illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services including use of credit card numbers.
  - Exploits the images of children or discloses personally identifiable information belonging to children. If BlackBird determines that you have violated the terms of this Acceptable Use Policy, that determination, made at BlackBird's sole discretion, is grounds for immediate termination of your BlackBird account without notice or penalty to BlackBird.