

ACCEPTABLE USE POLICY.

This “Acceptable Use Policy” or “AUP” of Smartdc.net, a Dutch corporation, applies to all services provided to clients of Smartdc Rotterdam and any other Smartdc Holding BV operated entity, and all other divisions and identities used by Smartdc Holding BV and references hereinafter to Smartdc BV includes reference to the foregoing terms.

This AUP is designed to provide a clear understanding of the rules, regulations, and restrictions on the use of the Services, Servers, and IP Addresses of Smartdc . Smartdc may, from time to time at the sole discretion of Smartdc , impose rules, regulations, or restrictions not expressly stated in this AUP on the use of the Services, Servers, and IP Addresses of Smartdc .

Smartdc may, from time to time at the sole discretion of Smartdc , modify this AUP and such modification shall become immediately effective upon posting of the modified AUP to www.Smartdc.net or by notification to you of the modified AUP. This AUP is not exhaustive.

DISCLOSURE TO LAW ENFORCEMENT:

Occasionally, Smartdc is required by law to submit customer information to law enforcement officials when presented with a valid subpoena from a court with proper jurisdiction. Information requested is disclosed as directed pursuant to the subpoena.

Smartdc utilizes great care in keeping customer information safe and private and will only release information described in the subpoena. Smartdc will notify customer of the information request if allowed by the subpoena.

REPORTING VIOLATION OF THE ACCEPTABLE USE POLICY:

Smartdc accepts reports of alleged violations of the acceptable use policy via email sent to abuse@smartdc.net. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. Smartdc will review submitted information and take appropriate action.

VIOLATIONS:

The following violations are considered a breach of our General Terms and AUP and will result in suspension or cancellation of services and any fees paid in advance of such suspension or cancellation are non-refundable:

SPAM / UNSOLICITED COMMERCIAL EMAIL (UCE) / UNSOLICITED BULK EMAIL (UBE):

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. A Client hosting websites or services on Client’s server supporting spammers or resulting in any of Smartdc’s IP space to be listed in any of the various Spam Databases or black hole lists will have its service immediately disconnected.

ILLEGAL ACTIVITIES:

Using Smartdc’s services for illegal purposes or in support of illegal activities, including, but not limited to, transmitting or distributing, downloading, copying, caching, hosting or storing data, information or content which, in Smartdc’s sole determination, constitutes a violation of any relevant law, regulation, ordinance or court order. Client shall be responsible for



PERFORMANCE DATACENTERS

determining what laws, regulations, ordinances and court orders are applicable to its use of Smartdc's services;

THREATS:

Using Smartdc's services to transmit or store on a server any material that abuses, threatens or encourages bodily harm, destruction of property or any other type of harm or any material in violation of any duty under any law (including court order), contract or any fiduciary relationship;

FORGERY OR IMPERSONATION:

Adding, removing, modifying or forging any message header, network header, TCP/IP packet header or any part of any header or information in any transmission, originating or passing through Smartdc's services, in an effort to deceive or mislead another; impersonating or attempting to impersonate any person or entity in any transmission originating or passing through Smartdc's services; misleading or attempting to mislead any person or entity by use of incorrect identifying information.

FRAUD/FRAUDULENT ACTIVITY:

Using Smartdc's services in furtherance of or involving any fraudulent activity or fraudulent purpose, or to make any fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam including, but not limited to, pyramid schemes, chain letters or any other financial scam; using Smartdc's services to effect a misrepresentation or misleading statement, writing or activity;

INTERFERENCE:

Interfering with, disrupting or adversely affecting, or attempting to interfere with, disrupt or adversely affect, the ability to use Smartdc's services, the Internet or any other services or equipment (this includes denial of service attacks against another network, host or individual user); using Smartdc's services to interfere with, disrupt or adversely affect, or to attempt to interfere with, disrupt or adversely affect, the service of any Client, Client's sub-users, host, network or system, including, without limitation, via means of overloading, flooding, email bombing, news bombing, crashing or any similar activity; using Smartdc's services to impede another person's use of electronic mail services or news; using any program, or sending messages of any kind, designed to interfere with or disable a user session;

UNAUTHORIZED ACCESS (CRACKING/HACKING):

Accessing, corrupting or taking, or attempting to access, corrupt or take, any data, information or the accounts of others; logging into a server or account, or entering or using or attempting to enter or use another person's or entity's computer system which Client/ Client's Sub-User is not authorized to access, enter or use; penetrating or attempting to penetrate Smartdc's security measures or another person's or entity's computer software or hardware, electronic communications system, or telecommunications system or security; and any similar activity prohibited by law;

INFRINGEMENT ON INTELLECTUAL PROPERTY RIGHTS:

Using Smartdc's services to transmit or store on a server any information, data, content, material or work that infringes any copyright, trademark, service mark, patent, trade secret any or other intellectual property right(s) of any person or entity;



DISTRIBUTION OF UNWANTED SOFTWARE:

Using Smartdc's services to effect the intentional distribution of software or computer code, files or programs that causes, or attempts to cause, damage, harassment or annoyance to persons, entities, data and/or computer systems;

HARM TO MINORS / CHILD PORNOGRAPHY:

Using Smartdc services to harm minors in any way or transmitting or storing on a server any child pornography as defined by Dutch law.

It is Client's obligation to maintain and enforce these provisions against all of Client's Sub-users, to maintain its own abuse/postmaster email addresses for reporting abuses and to promptly and appropriately respond to all emails sent to these addresses. Smartdc will comply with all orders and obligations of any court or government agency.

Please consult an attorney if you are uncertain of the legal status of your any of your activities.