

Acceptable Usage Policy (AUP)

Introduction

Jelly Digital LLC is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use Jelly Digital LLC's network and the Internet without interference or harassment from other users. The Jelly Digital LLC Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. Jelly Digital LLC reserves the right to change or modify the terms of the AUP at any time, effective when posted on Jelly Digital LLC's web site at jellydigital.net/aup. Customer's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to the Jelly Digital LLC services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: Jelly Digital LLC prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of Jelly Digital LLC's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the Jelly Digital LLC-branded website or from a website that contains Jelly Digital LLC-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-

Acceptable Usage Policy (AUP)

transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Jelly Digital LLC or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize Jelly Digital LLC provided web hosting, Jelly Digital LLC reserves the right to decline to provide such services if the content is determined by Jelly Digital LLC to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: Jelly Digital LLC complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to Jelly Digital LLC at the following e-mail address: abuse@jellydigital.net. Jelly Digital LLC will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;

Acceptable Usage Policy (AUP)

- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Jelly Digital LLC network or of the networks with which Jelly Digital LLC interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;

Acceptable Usage Policy (AUP)

- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Jelly Digital LLC's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- 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;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;

Acceptable Usage Policy (AUP)

- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to Jelly Digital LLC's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. Jelly Digital LLC has no responsibility for any material created on the Jelly Digital LLC's network or accessible using IP Services, including content provided on third-party websites linked to the Jelly Digital LLC network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by Jelly Digital LLC of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

Acceptable Usage Policy (AUP)

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in Jelly Digital LLC taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, Jelly Digital LLC may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

Jelly Digital LLC reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when Jelly Digital LLC reasonably determines that the Customer's use of the affected IP Services may: (1) expose Jelly Digital LLC to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of Jelly Digital LLC's network or networks with which Jelly Digital LLC is interconnected; (3) interfere with another Jelly Digital LLC Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to Jelly Digital LLC or Jelly Digital LLC Customers.

Copyright Infringement & Digital Millennium Copyright Act

Jelly Digital LLC respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like Jelly Digital LLC. In accordance with the DMCA and other applicable laws, Jelly Digital LLC maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if Customers are found to be a repeat infringer and/or if Customers' IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). Jelly Digital LLC may terminate IP Services at any time with or without notice to Customers.

Jelly Digital LLC has no obligation to investigate possible copyright infringements with respect to materials transmitted by Customer or any other users of the IP Services. However, Jelly Digital LLC will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for Customer's account will be used as a factor in determining whether Customer is a repeat infringer. In

Acceptable Usage Policy (AUP)

addition, Jelly Digital LLC may voluntarily participate, on terms acceptable to Jelly Digital LLC, in copyright alert and graduated response programs.

Incident Reporting

Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an Jelly Digital LLC Customer (or its user) should be directed to abuse@jellydigital.net. Where possible, include details that would assist Jelly Digital LLC in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

DMCA Copyright Notifications:

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send Jelly Digital LLC a valid notification of claimed copyright infringement under the DMCA. Jelly Digital LLC's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Jelly Digital LLC
Registered Copyright Agent
2220 Otay Lakes Rd. Ste 502-413
Chula Vista, CA 91915
E-mail: abuse@jellydigital.net

Due to the substantial volume of notifications of claimed infringement that Jelly Digital LLC receives and processes, we are unable to accept notices of alleged copyright infringement via this designated agent or email address other than notifications of claimed infringement sent pursuant to Sections 512(b)–(d).

Jelly Digital LLC also provides transitory digital network communications services, pursuant to 17 U.S.C. § 512(a). In connection with such services, Jelly Digital LLC provides an online form that copyright holders should use to send notifications related to alleged copyright infringement by its users based on the standards of the Automated Copyright Notice System (ANCS). Copyright holders should use this online form to submit complaints related to alleged peer-to-peer file sharing (i.e. sharing media files via peer-to-peer networking technology), or other forms of copyright notice other than those sent pursuant to Sections 512(b)–(d) of the DMCA ("ISP Conduit Notices"). By submitting complaints using this online form, we are able to more efficiently manage and process ISP Conduit Notices. Due to the substantial volume of copyright notices that Jelly Digital LLC receives, we are unable to guarantee processing of ISP Conduit

Acceptable Usage Policy (AUP)

Contact Information: Any notification that Jelly Digital LLC sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with Jelly Digital LLC, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify Jelly Digital LLC of any change of contact information.