

# TheGEO.net

## Fair and Acceptable Use Policy

TheGEO.net has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of TheGEO.net's network, system, services, web sites and products (collectively, the "TheGEO.net Network and Services") by our customers and other users of the TheGEO.net Network and Services (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. By using the TheGEO.net Network and Services, Users consent to be bound by the terms of this AUP. TheGEO.net reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the TheGEO.net Network and Services after such modification shall constitute acceptance of such modification.

**Suspension; Termination.** Any User which TheGEO.net determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if TheGEO.net deems it necessary, immediate suspension or termination of such User's service without notice. TheGEO.net may take such further action as TheGEO.net determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and TheGEO.net shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from TheGEO.net's exercise of its rights under this AUP.

### Prohibited Conduct.

In General. The TheGEO.net Network and Services must be used in a manner that is consistent with the intended purpose of the TheGEO.net Network and Services and may be used only for lawful purposes. Users shall not use the TheGEO.net Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the TheGEO.net Network and Services or other TheGEO.net customers ; or (c) that may expose TheGEO.net to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider's AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's AUP.

**Inappropriate Content.** Users shall not use the TheGEO.net Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by TheGEO.net, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

**Intellectual Property.** Material accessible through the TheGEO.net Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the TheGEO.net Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the TheGEO.net Network and Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**Harmful Content.** Users shall not use the TheGEO.net Network and Services to transmit, distribute or store material that may be harmful to or interfere with the TheGEO.net Network and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses.

**Fraudulent/Misleading Content.** Users shall not use the TheGEO.net Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**Email and Unsolicited Messages.** Users shall not use the TheGEO.net Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email , where such emails could reasonably be expected to provoke

complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam or to promote a site hosted on or connected to the TheGEO.net Network and Services. In addition, Users shall not use the TheGEO.net Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail-bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

Third Party Rules; Usenet. Users may have access through the TheGEO.net Network and Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions. Users shall not use the TheGEO.net Network and Services to conduct activities that may be harmful to or interfere with the TheGEO.net Network and Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the TheGEO.net Network and Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. TheGEO.net will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

Responsibility for Content. TheGEO.net takes no responsibility for any material created or accessible on or through the TheGEO.net Network and Services. TheGEO.net is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that TheGEO.net becomes aware that any such material may violate this AUP and/or expose TheGEO.net to civil or criminal liability, TheGEO.net reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. TheGEO.net further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that TheGEO.net deems responsible for the wrongdoing.

Bandwidth Usage. In order for TheGEO.net to provide to ALL of its Users a consistent, reliable, fast Internet service, any User which TheGEO.net determines is or has been utilizing bandwidth beyond a rate of 60GB per month, regardless of content, may be subject to additional charges as specified in our current pricing. It is at the sole discretion of TheGEO.net in determining how bandwidth usage is monitored. Prior to any price increase, and upon determination a User is beyond the 60GB/month data rate limit, TheGEO.net will first notify the customer during the first month of high usage. We will also firstly make sure the User is aware of what is happening and advise the User that if the high demand continues for the current and following month, a price increase will take place on the third month of high usage. TheGEO.net will not charge for months that have already been paid. The User can then take the necessary steps to control total usage or be prepared to pay as specified in our current pricing. If after implementing a price increase due to high usage, regardless if the high usage continues or not, TheGEO.net will continue charging the higher rate for at least two months. If after two months, usage returns to below the 60GB limit, The GEO.net will also return pricing as specified in our pricelist. The intent of this policy will not limit or block any content and is specifically for allowing ALL our Users to enjoy consistent, reliable service at an appropriate price.

Violations of this AUP may be reported at the following link: [support@TheGEO.net](mailto:support@TheGEO.net)

Date\_\_\_\_\_

TheGEO.net User Signature\_\_\_\_\_