

MERCHANT MOMS ACCEPTABLE USE POLICY (“AUP”)

The short story --- if the site is not something that you would want a child looking over your shoulder to see, then it is not welcome here.

If your website falls into any of the following categories then we will not be able to host your site:

- Porn
- Racist
- Sexist
- Spam related
- Adult items that display genitalia

Merchant Moms Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what Merchant Moms expects of them while using the service. All users of Merchant Moms Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of Merchant Moms Service constitutes acceptance and agreement to Merchant Moms AUP as well as Merchant Moms TOS (Terms of Service)

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Merchant Moms may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Merchant Moms account or other actions.

This document is intended to provide a basic understand of Merchant Moms Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Merchant Moms AUP:

- Ensure reliable service to our customers

- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

Merchant Moms intends to provide its customers access to everything the Internet has to offer. While Merchant Moms is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both Merchant Moms and the Internet and cannot be permitted under the guise of free speech. The resources of Merchant Moms and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your server to publish material, which Merchant Moms determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a Merchant Moms account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at abuse@merchantmoms.com.

VIOLATIONS OF MERCHANT MOMS ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

1. Illegal use:

Merchant Moms services may not be used for illegal purposes, or in support of illegal activities. Merchant Moms reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

2. Harm to minors:

Use of the Merchant Moms service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

3. Threats:

Use of the Merchant Moms service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

4. Harassment:

Use of the Merchant Moms service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

5. Fraudulent activity:

Use of Merchant Moms service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

6. Forgery or impersonation:

Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):

Use of the Merchant Moms service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Merchant Moms account.

IMPORTANT NOTICE:

Anyone hosting web sites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their account immediately removed from our network. The account will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the account to confirm that all material has been COMPLETELY

removed. Severe violations may result in immediate and permanent removal of the account from our network without notice to the customer. Any account guilty of a second violation WILL be immediately and permanently removed from our network without notice.

8. E-mail / News Bombing:

Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Merchant Moms account.

9. E-mail / Message Forging:

Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Merchant Moms service is in violation of this AUP.

10. Usenet SPAMing:

Merchant Moms has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

11. Unauthorized access:

Use of the Merchant Moms service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Merchant Moms or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Merchant Moms account is subject to immediate termination.

12. Copyright or trademark infringement:

Use of the Merchant Moms service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

The customer understands, acknowledges and agrees that by initial and continued use of the services provided by Merchant Moms, hereinafter referred to as "Merchant Moms", that he or she agrees to, and is bound by the Merchant Moms Copyright Act Policy.

The customer understands, acknowledges and agrees that Merchant Moms may revise policies, agreements and notices at any time without notice and that he or she shall be bound by the policies, agreements and notices as currently posted on the Merchant Moms web site which as a whole shall constitute Merchant Moms Acceptable Use Agreement.

Merchant Moms is committed to complying with U.S. copyright law and expects all end users who access some of our Services but do not have accounts ("Visitors") as well as those who pay

a monthly service fee to subscribe to the Services ("Subscribers") to do the same.

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet.

Under the DMCA, copyright owners may contact the authorized agent of an Internet service provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider.

Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, Merchant Moms will remove or block access to the allegedly infringing material. If a Member or user of the Merchant Moms Service believes in good faith that a notice of copyright infringement has been wrongly filed, such person may submit a counter notice to Merchant Moms. Merchant Moms will not be a party to disputes over alleged copyright infringement.

This information should not be construed as legal advice to our Subscribers or Visitors. If you believe that your copyrights have been infringed, or if a notice of copyright infringement has been filed against you, we advise that you seek legal counsel. We are providing the following information to you for informational purposes only.

Notification of Claimed Copyright Infringement

If you believe that a Web page hosted by Merchant Moms is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with Merchant Moms designated agent in by email or fax:

admin@merchantmoms.com

For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- b. Identification of the copyrighted work claimed to have been infringed.
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Merchant Moms to locate the material.
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address.

- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

Counter Notification to Claimed Copyright Infringement

If a notice of copyright infringement has been filed *against you*, you may file a counter notification with Merchant Moms designated agent at the address listed above. Such counter notification must contain the following information:

- a. physical or electronic signature.
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- c. A statement under penalty of perjury that the Member has a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- d. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located, and that you will accept service of process from the complainant.
- d. If Merchant Moms receives a valid counter notification, the DMCA provides that the removed material will be restored, or access re-enabled.

Please be advised that U.S. copyright law provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement.

This policy was last modified and published Saturday, September 15, 2004 and supercedes any and all previous policies governing the Merchant Moms Digital Millennium Copyright Act Policy.

13. Collection of personal data:

Use of the Merchant Moms service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

14. IRC:

Use of IRC or IRC bots or clonebots is not allowed. An IRC bot is a program which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions

15. Network disruptions and unfriendly activity:

Use of the Merchant Moms service for any activity which affects the ability of other people or systems to use Merchant Moms Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Merchant Moms will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

16. Fraud:

Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

17. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right

Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

18. Distribution of Viruses:

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

19. Inappropriate Use of Software:

Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Merchant Moms services could result in suspension service.

20. Third Party Accountability:

Merchant Moms subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited. You should

take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Merchant Moms will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

21. P2P File Sharing

Nothing such as Kazza or any P2P system may be used on any of our services. Provision of such services will result in instant termination of your account without refund.

22. No Very High CPU Usage Programs Allowed

23. No DDOS

If you are DoS'ed we reserve the right to suspend your account to limit the attack. If you are found to of caused the DDOS your account may be suspended or cancelled.

24. No Warez

25. No child pornography

26. No provision of free email services

27. No provision of shell accounts

Network Performance

Merchant Moms accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of Merchant Moms systems or networks. Merchant Moms reserves the right to terminate or limit such activities.

REPORTING VIOLATIONS OF Merchant Moms AUP

Merchant Moms requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@merchantmoms.com.

If available, please provide the following information:

The IP address used to commit the alleged violation

The date and time of the alleged violation, including the time zone or offset from GMT

Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

REVISIONS TO THIS ACCEPTABLE USE POLICY

Merchant Moms reserves the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner.