



RISE ACCEPTABLE USE POLICY

This policy is subject to change, so please check regularly for updates.

1. USE OF SERVICES.

Rise reserves the right to suspend or cancel a customer's access to any or all Services provided by Rise, where Rise decides that the account has been inappropriately used. Rise reserves the right to refuse Services and/or access to its servers to anyone.

Rise offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate website content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any material which does not comply with our content guidelines below.

Rise will suspend access to, or cancel, an account which contains invalid or fraudulent details or initiates a payment card chargeback.

2. ELIGIBILITY.

The Services are available only to users who can form a legally binding contract under applicable law. By using the Services, You represent and warrant that you are (i) at least eighteen years of age, and (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

3. ACCEPTABLE USE GUIDELINES

3.1 You may not use the Services:

3.1.1 in any way that breaches any applicable federal, state, local or international law or regulation;

3.1.2 in any way that is fraudulent;

3.1.3 to host any material which is in breach of our content guidelines.

3.1.4 to transmit, or otherwise permit any unsolicited or unauthorized advertising or promotional material or any other form of similar marketing material, also known as SPAM;

3.1.5 to publish or otherwise distribute Warez or copywritten or other illegal material. The onus is on You the customer to prove that You own the rights to publish material, not for Rise to prove that You do not;

3.2 You may not use Shared Services:

3.2.1 to participate in any file-sharing/peer-to-peer activities;

3.2.2 as a file backup store. All files uploaded to a domain on our servers must be visible and accessible by visiting that domain, unless they are hidden files needed to operate the website; we reserve the right to delete files which do not match these criteria without giving notice to you;

3.2.3 to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present



values to ensure the reliability of the server. Web sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy Services, anonymous or otherwise, are not allowed;

3.2.4 to use excessive amounts of server resources. These include bandwidth, processor utilization and/or disk space; and

3.2.5 to offer HTTP downloads from your site, other than where the files are directly related to the subject matter of the site. We recommend you stream any multimedia content including audio and video files. Any downloads offered by You under this clause are subject to Sections 1, 3.1.5, and 3.2.4 of this Policy. Rise reserves the right to archive any download content we do not believe to be necessary for the normal operation of the site, and the definition of this is entirely at the discretion of Rise.

4. CONTENT GUIDELINES.

These content guidelines apply to all services provided by Rise.

4.1 Material published to or transmitted through our servers must:

4.1.1 be accurate (where stating facts); and

4.1.2 comply with applicable law in accordance with Section 3.1.1 of this policy.

4.2 Material must not:

4.2.1 be defamatory of any person;

4.2.2 be obscene, offensive, or inflammatory;

4.2.3 contain any adult material. Adult material includes all pornography; or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of Rise;

4.2.3 infringe any copyright, or trademark;

4.2.4 be likely to deceive any person;

4.2.5 promote or assist any illegal activity;

4.2.6 be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; or

4.2.7 be used to misrepresent your identity or affiliation with any person or organization.

4.3 You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

5. INTELLECTUAL PROPERTY.

We offer our services for the lawful use of our partners and their customers, and we take allegations of infringement of a third party's intellectual property very seriously. If you become aware of infringement of a third-party's or our intellectual property rights please contact us at legal@rise-partners.com in accordance with the policy outlined below.



5.1 Copyright Infringement.

If you think we or one of our customers is violating your copyrights, please send proper notice to legal@rise-partners.com, or by regular mail as contemplated by §512(e) of the Digital Millennium Copyright Act ("DMCA"). Please note that you may be held liable for damages (including without limitation costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights.

5.2 Contents of Notice.

Pursuant to the DMCA, such notice of copyright infringement must contain the following elements:

5.2.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

5.2.2 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

5.2.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Rise to locate the material.

5.2.4 Information reasonably sufficient to permit Rise to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

5.2.5 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 the law.

5.2.6 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.

We may require that non-compliant DMCA notices be resubmitted with the complete information listed above.

5.3 DMCA Notices.

If you are a Rise customer and have received a DMCA notice, you may send a counter notice to legal@rise-partners.com. Such a counter notice must contain the following information:

5.3.1 Your electronic signature.

5.3.2 Identification of the material that was removed in response to the notice or to which access was disabled and the location at which the material appeared before it was removed or access to it was disabled.

5.3.3 A statement under penalty of perjury that you have good faith or belief that the material was published as a result of a mistake or misidentification of the material.

5.3.4 Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the District of Oregon, and that you will accept service of process from the Complaining Party or an agent of such Party.



Upon receipt of a proper counter notification, we will promptly provide the complaining party with a copy of the counter notification, and inform that party that we will replace the removed material or cease disabling access to it. We may replace the removed material and cease disabling access to it in not less than ten, and not more than fourteen business days following receipt of the counter notification unless we receive notice that the complaining party has filed an action seeking a court order to restrain our customer from engaging in infringing activity relating to the material on our system. Counter notifications which do not contain all of the information outlined above may not be sufficient to permit us to restore access to the customer's website.

5.4 Trademark Infringement.

Trademark-related domain name disputes are properly handled under the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which can be found at <http://www.icann.org/udrp/udrp.htm>. Nothing in this document is intended to supersede the UDRP or to obligate Rise to any actions beyond those required under the UDRP.

Notice of trademark violations on a website hosted by Rise should be sent to legal@rise-partners.com. Please provide the following information for any trademark claims:

5.4.1 Identification of the trademark or service mark which has allegedly been infringed along with the date of first use of such mark and the products or services associated with the mark, and any registration information.

5.4.2 Identification of the mark which you claim is infringing your mark along with a precise location or other information as to the specific webpage or URL which you believe uses the mark in a manner that infringes your mark and the products or services associated with that mark.

5.4.3 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is the owner of the mark or is otherwise authorized to act on behalf of the owner of the mark that is allegedly infringed, and that the use of the mark is not defensible.

Rise will investigate and forward credible claims of trademark infringement to its customer. Rise may, in its sole discretion, suspend or terminate websites or URLs which it believes infringes the rights of third parties, but is under no legal obligation to do so. The credibility of any trademark infringement claim is made in the sole discretion of Rise. Any action or inaction taken by Rise in response to a trademark infringement claim does not constitute a legal opinion by Rise as to the validity of such trademark infringement claim.

NOTE THAT THE DMCA DOES NOT APPLY TO TRADEMARK DISPUTES AND THE UDRP DOES NOT APPLY TO COPYRIGHT DISPUTES.

6. ENFORCEMENT.

6.1 We will determine, in our discretion, whether there has been a breach of this Policy through your use of Rise Services. When a breach of this policy has occurred, we may take such action as we deem appropriate in accordance with Section 1 of this Policy.

6.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms and Conditions upon which you are permitted to use Rise Services, and may result in our taking all or any of the following actions:



- 6.2.1 immediate, temporary or permanent withdrawal of your right to use Rise Services;
 - 6.2.2 immediate, temporary or permanent removal or archiving of any content in breach of our Content Standards (as defined in Section 3 of this Acceptable Use Policy) uploaded to our servers;
 - 6.2.3 issue of a warning to you;
 - 6.2.4 issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 6.2.5 further legal action against you;
 - 6.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 6.3 We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

7. GENERAL.

Rise has a Police Liaison function and we are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

This policy shall be applicable to the Services and Solutions provided and/or renewed by Rise to the Partner and are published by reference to the following link:

<http://www.rise.co>

The Rise business is continually evolving and as such Rise reserves the right to change its published Policies from time to time. It is the Partner's responsibility to regularly review all Policies for any changes which will be published on the Partner Portal. The Partner acknowledges and undertakes to ensure that any changes to the Rise Privacy Policy shall be brought to the attention of the Partner.

"Rise": **FASTHOSTS INTERNET, INC.**, a Pennsylvania corporation doing business as Rise whose address is 701 Lee Road, Suite 300, Chesterbrook, PA 19087.