

## **Hedgehog Hosting, Inc.**

### **Acceptable Use Policy**

This Acceptable Use Policy (“AUP”) is part of, and is incorporated by reference into the Terms of Service (“TOS”) and the Master Service Agreement entered into between Hedgehog Hosting, Inc. (“Hedgehog,” “we” or “us”) and the person or entity purchasing or using our services (“customer,” “you” or “your”). It is effective as of the date that your service begins. Capitalized terms not separately defined in this AUP shall have the meanings assigned to them in the TOS.

#### **1 - Amendment**

Hedgehog shall have the right to unilaterally modify or amend this AUP at any time, in its sole discretion. We will make commercially reasonable efforts to notify you of such changes by making them available in the Portal (as defined in the TOS). However, any use of the Services after the date such changes have been made available in the Portal shall constitute your conclusive agreement to be bound by such changes. If you do not agree to the changes, you must immediately discontinue use of the Service.

#### **2 - Violation**

A Customer’s violation of any of the terms of this AUP is a violation of the TOS and is therefore grounds for suspension or termination of the Services, in our sole and exclusive discretion. We may do the same should this AUP be violated by your end user. Any termination or suspension may be undertaken with or without notice to a Customer or End User.

#### **3 - Flow Down Provisions**

3.1 - You must flow down this AUP to your End Users. If you purchase Services from us, you must make this AUP part of your contract with your End Users. You may either link to this AUP, or copy it into your agreement. If you choose to copy this AUP into your agreement, you must acknowledge in your agreement that we are the sole owners of this AUP and that it has been copyrighted by us. You agree to indemnify us should you fail to include this AUP in your agreement. However, even if you include this AUP in your agreement with your End Users, you remain responsible for their conduct, and agree to indemnify us and our Third-Party Vendors from any claims made against us based on their conduct.

3.2 - It is very important that you review our TOS. Many of our Third-Party Vendors require you to flow down provisions of their agreements to your End Users. You agree to indemnify us, and/or our Third- Party Vendors, should your failure to flow down these provisions result in a claim against either of us.

#### **4 - Using the Services**

Your use of the Services must be lawful; you may not use our Services to contravene the laws of the United States, or any other jurisdiction in which you use or access our Services. It is important that you consider your use of our Services prior to accepting our TOS. You may not terminate the TOS if it is determined that your use of the Services is contrary to law or this AUP.

## 5 - Specific Prohibited Uses

5.1 - You must comply with the CAN-SPAM law, 15 U.S.C. §7701 et seq. You must also send email in a way that respects the stability of our network, and allows other customers to use the Services. If we determine that your use of email affects our network or our other customers, in a material, adverse manner, we may suspend your account until such time as you have agreed to modify your behavior. While your account is suspended, Fees will continue to accrue.

5.2 - Use of our Services requires that you honor and respect U.S. copyright law. You may not use our Services to infringe anyone else's copyright. While we understand that there are often differences of opinion about copyright law, the DMCA provides us with no discretion when an entity alleges copyright infringement. Our designated agent for receipt of DMCA notices is: Richard Feller, Hedgehog Hosting, Inc, 25050 Riding Plaza #130-644, Chantilly, VA 20152 and via email at DMCA@hhog.tech.

5.3 - Trademark Infringement. Use of our Services requires that you honor and respect U.S. trademark law. You may not use our Services to infringe anyone else's trademark rights. Trademark infringement includes, but is not limited to, displaying another entity's trademark on your website, using trademarked words in meta tags and other text-based aspects of your website, and selling or distributing goods that you do not have a right to sell. For the avoidance of doubt, it is a violation of this AUP to use our Services to sell "grey market" goods. We will take action on a notice of trademark infringement that includes the following: the name of the owner of the trademark; the U.S. registration number of the trademark; the website on which the trademark infringement is alleged to occur, and each URL on which an instance of infringement is present; the mailing and email address and a working telephone number of the entity or person providing notice of infringement; and a statement that the use of the trademark in this manner is unauthorized and infringing. Please direct your trademark infringement complaint to: abuse@hedgehoghosting.com

5.4 - Prohibited Content. You may not use our Services to distribute, advertise, disseminate, link to content that contains, describes, or refers to child pornography, bestiality, child erotica, gambling, pyramid or "multilevel marketing" schemes, or any other content prohibited by U.S. law. We will take action on a notice of prohibited content that includes the following: the name of the website on which the prohibited content is alleged to reside, and each URL on which an instance of the content is present; the mailing and email address and a working telephone number of the entity or person providing the notice; and the date on which the prohibited content was observed.

5.5 - Export/Import. It is your obligation to determine whether your use of the Services is considered to be an export under the laws of the U.S., and further, whether such a use is prohibited by U.S. export laws, or the import laws of the country in which the Services are used.

5.6 - Internet Relay Chat (IRC). No connections to IRC or IRC-like servers or hosts may be made using our Services. IRC related programs, including, but not limited to, clients, bots, and servers, may not be run using our Services.

5.7 - Monitoring. You may not engage in probes, port-scans, sweeps or spoofing of systems. We will report this activity to the appropriate law enforcement entity. We may engage in this

activity, as allowed by law.

5.8 - Network/Server Stability. We have optimized our servers and network for the Services we offer. These Services are used by more than one customer. If we determine, in Hedgehog's sole judgment, that your use of the Services would adversely affect our servers, network or other aspects of our infrastructure, we may suspend your account. We reserve the right to take this action even if your use of the Services is otherwise legal. Your account will remain suspended, and Fees will continue to accrue during this suspension. It is your obligation not to use the Services in any way that will adversely affect our servers, network and/or infrastructure. You may not terminate the TOS if your use of the Services is suspended by application of this paragraph.

## 6 - Accuracy/Confidentiality

Providing us with accurate information not only makes it easier for us to contact you, but it also speeds our response to any complaints or issues you present to us. It is your obligation to provide accurate, updated information to us. You should assume that all correspondence, of any form or media, is public, and will be shared by us without restriction. We do not honor requests that correspondence be kept confidential.

## 7 - Cooperation with Law Enforcement

We will comply with legitimate requests from law enforcement and other governmental entities for information about you. When possible, we will give you notice of these requests. However, in most cases, we are prohibited from giving you notice. This prohibition may be express, or based on Hedgehog's reasonable interpretation of the law. Requests for information from law enforcement entities must contain the following: The name, address and email address of the individual to whom the information will be sent; a copy of the warrant or subpoena that has been signed by the relevant judicial entity; if the request is an administrative request, the request must cite the law pursuant to which the request is made, and must be physically signed by the requestor; and a date by which a response is requested, which must be at least ten days from the date on which the request is received by us.

## 8 - Requests for Information

8.1 - If you believe that we have information that is relevant to a legal action in which you are involved, it is important that you contact us prior to requesting the information. We are generally under no legal obligation to provide information to civil litigants. If you request, or demand, information from us, we will charge you for our response. All charges will be based on our current administrative fee, and will include any fees charged to us by our attorney to respond to your request. You may be required to pay these charges up front before we will produce information.

8.2 - Requests for information from non-law enforcement entities are not confidential, and must contain the following: the name, address and email address of the individual to whom the information will be sent; a copy of the complaint or other document, indicating a filed and pending litigation matter, that has been file stamped or otherwise endorsed by a judicial or administrative body; citation of the law pursuant to which a response by us is compelled; a date by which a response is requested, which must be at least ten days from the date on which the request is received by us; and the following statement: "I agree that I am responsible for, or am

authorized by my client to incur, any and all charges associated with Hedgehog's response to this request, and that any response is not confidential."

#### 9 - All Other Requests

All other requests, or notices that the Services are being used in violation of this AUP or law are not confidential and must contain the following: the name, address, email address, and a working telephone number of the individual making the allegation; the website against which the allegation is made, and all URLs supporting the allegation; and the date on which the violation was observed. These requests must be directed to: [admin@hedgehoghosting.com](mailto:admin@hedgehoghosting.com)

#### 10 - Security

The Internet is no more or less secure than any other method of communication. You are solely responsible for ensuring that your data is secure, that confidential information remains confidential, and that you do not expose your business to risks you are not prepared to assume. We reserve the right to take immediate action to suspend or terminate your account if, in our sole and exclusive discretion, you or a customer or end user of yours is engaging in activities that jeopardize our security, the security of other customers, or the security of the Internet in general. You may not be provided with advance notice that we are taking such action.

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