



IT Life ACCEPTABLE USE POLICY (“AUP”)

THIS AGREEMENT is made between IT Life Clients, (hereafter referred to as “Client”) and IT Life.

The purpose of this policy is to set forth an Acceptable Use Policy (“AUP”) by which Client will abide while using, renting, leasing, or otherwise making use of IT Life goods and services. By using IT Life’s Web Hosting and Email services, Client agrees to comply with the following policies and assume responsibility for the compliance of all Client’s Users permitted by Client to use IT Life products and services.

Terms and Conditions

As a service, the standard Acceptable Use Policy is provided below.

1. Right to Service.

- a) IT Life's service will be provided on an "as is, as available" basis. Further, IT Life provides no warranty, written, expressed, or implied, for any Web Hosting and Email services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This expressly includes any reimbursement for losses of income due to disruption of service by IT Life or its providers beyond the fees paid to IT Life for services.
- b) Client and Client’s Users will use the Web Hosting and Email services in a manner consistent and compliant with any and all applicable laws of the provinces in Canada and any states in the U.S., and all applicable international law.
- c) Use of any information obtained by way of IT Life is at User’s own risk, and IT Life specifically denies any responsibility for the accuracy or quality of information obtained through its services. IT Life makes no warranty, written, expressed or implied of any guaranteed uptime, or that the service will function at a reliable level based on past performance.
- d) IT Life is not responsible for any damages arising from Client’s or Client’s Users’ use of IT Life’s Services or by any inability to use the Web Hosting and Email services for any reason.
- e) IT Life shall make every reasonable effort to protect data stored on Client's Server(s). IT Life is not responsible for Client or Client’s Users’ data, files, or

directories residing on IT Life's equipment. Client is solely responsible for maintaining data, files, and back-ups.

2. Limit of Liability.

IT Life shall not be liable for any content posted, opinions expressed, or actions taken by any of the Users of IT Life services. Any conduct that violates the laws, regulations, or the accepted norms of the Internet community or the community standards in which the User lives, whether expressly mentioned in this Agreement or not, is strictly prohibited. IT Life reserves the exclusive right to prohibit any activities that it deems will adversely affect its commercial reputation or goodwill, endanger its network, impact its Clients, or expose it to liability or tort.

3. Modification of Agreement.

IT Life reserves the right to add, modify, or delete any provision of this Agreement at any time and without notice. IT Life reserves the exclusive right and will be the sole arbiter as to what constitutes a violation of any of these provisions.

4. Misuse of System Resources.

It is a violation for anyone who, including but not limited to, employs posts or programs that consume excessive CPU time, server memory, or storage space; permits the use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for their own account; or resells access to CGI scripts installed on IT Life servers. IT Life reserves the right to immediately and without notice to the User, terminate any service or process that uses a disproportionate amount of any system resources.

5. Potentially Tortuous or Illegal Conduct.

The following shall be construed as violations of this Agreement and may result in suspension or deletion of a Client's Users' account or in Termination of this Agreement.

a) IT Life products and services may only be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other

intellectual property right used without proper authorization, or material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Non-acceptable content or links may include, but are not limited to: Pirated software, Hackers' programs or archives, Warez, Game Mods or Patches, Irc Bots, Chat Sites/Servers, Pornography and Adult Content, TGP, or any other file or media deemed by IT Life to be illegal or for which Client or Client's Users do not have the legal right to use, post, or otherwise store on IT Life servers.

Our clients, you, are solely responsible for any copyright or other intellectual property rights of others that you or anyone you, the client, allow to access or use the Services (including any of your customers) publishes on your web site. IT Life is not responsible for any legal issue arises from the content of your web site. Please obtain a written permission from the copyright holder before using them

b) If your web site is developed by IT Life, all contents and images must be provided by the clients. Please review your site as you will be responsible for all the contents on your web site. Any provided image(s) and content to be used by our developer(s) are to be assumed that are yours or you have obtained appropriate documentation(s) for them to be used on your site.

c) No one shall post defamatory, scandalous, or private information about a person without their consent or with intention to inflict emotional distress, or post any information that violates any rightful trademarks, copyrights, or other intellectual property rights.

d) Sending unsolicited email messages ("Spam") from or through IT Life's servers, including, without limitation, commercial advertising or informational announcements, shall be prohibited. IT Life reserves the right to terminate this Agreement and any other accounts under Client's account if IT Life determines that unsolicited mass email has occurred or if IT Life receives complaints that unsolicited email messages have been sent from Client's account.

e) Posting to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles with the intent to engage in commercial advertising or informational announcements.

f) Engaging in any of the foregoing activities using the service of another provider, but channeling such activities through an IT Life-provided server, or using a IT Life-provided server as a mail drop for responses.

g) Any unauthorized distribution or copying of copyrighted material, violations of Canada, U.S., and International export restrictions, harassment, fraud, dealing in contraband, and other illegal activities, or dealing in content and

material that has been deemed illegal in the User's community, state, province, or municipality.

h) Falsifying any User information provided to IT Life or to other Users of the service in connection with the use of an IT Life service.

6. System and Network Security.

Violations of system or network security are strictly prohibited, and may result in criminal or civil liability. Examples include, but are not limited to: allowing unauthorized access, use, probe, or scan of any IT Life system, security, authentication measures, data or traffic; interference with service to any User, host or network, mail bombing, flooding, or attempts to overload a system or broadcast attacks. Client's or Client's Users shall not engage in forging of any TCP-IP packet header, email headers, or any other information provided or passed through IT Life Systems or Network at any time.

7. Domain Name Agreements, Restrictions, and Transfer Policies.

Under ICANN policy, IT Life is prohibited from allowing the transfer of domain name Registrars during the first sixty (60) days after initial registration of the domain name. This applies to ALL domain names, regardless of where they are purchased. Domain names cannot be transferred to or from IT Life's system within this period. Beginning on the sixty-first (61st) day after the initial registration, the procedures for transferring domain names can be completed without restriction. The full ICANN policy concerning domain name registration can be found at ICANN.ORG.

8. Domain Name Transfer Notifications.

IT Life does not guarantee that all domain name transfers or updates to DNS records, MX records, Aliasing Records, URL forwarding, domain name forwarding or other Registrar or DNS-related service or product will succeed.

9. DNS Information.

IT Life shall not be responsible for updating any of the DNS records or entries for transferred domain names. Client shall have sole responsibility for ensuring that all relevant DNS entries for domain name(s) are correct. Fees paid for transferred domain names are not refundable if the transfer fails for any reason. This may include, but is not limited to: timeouts resulting from a delay in owner or registry

approval, incorrect contact information in the WHOIS record, or attempted transfers of domains that are not transferable for any other reason.

10. Consequences of Violation.

If IT Life becomes aware of an alleged violation of any of the terms contained in this Agreement, or any other policy that has been posted on its web site, made available to Client via email, or posted in any other form, IT Life shall initiate an investigation. During the investigation, IT Life may restrict Client or Client's Users' access to IT Life products and services in order to prevent further possible unauthorized activity. IT Life may, at its sole discretion, restrict, suspend, or terminate Client's account without notice or refund, or pursue civil remedies as it deems necessary. IT Life shall notify the appropriate law enforcement department of any such violations. IT Life shall not be responsible for any payment, refunds, or compensation in any way for service disruptions or termination resulting from violations of this Agreement.