

## ACCEPTABLE USE POLICY

Sho-Me Technologies, LLC (“Sho-Me”) is committed to compliance with laws and regulations governing the use of the Internet and E-mail communications. By using Sho- Me’s services under Sho-Me’s service contract, as Sho-Me’s Customer you agree to comply with this Acceptable Use Policy (“AUP”). Sho-Me reserves the right to change this AUP at any time. Your use of Sho-Me services after changes are made to Sho-Me’s AUP constitutes your acceptance of those changes. Sho-Me’s AUP may be reviewed at [www.shometech.com](http://www.shometech.com).

### Summary of AUP

This AUP applies to all Sho-Me services that directly provide or indirectly include access to the Internet, including hosting services involving hardware or software applications, or those provided via the Internet. Sho-Me prohibits the use of Sho-Me services in any way that is unlawful, harmful to or interferes with the use of Sho-Me's network or systems, or those of any other provider; that interferes with the use or enjoyment of services received by others; that infringes intellectual property rights; that results in the publication of threatening or offensive material; or that constitutes Spam/E-mail abuse, a security risk, or a violation of privacy.

### Unlawful Activities

Sho-Me services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

### Threatening Material or Content

Sho-Me services shall not be used to host, post, transmit, re-transmit, create a domain name or operate from a domain name, that harasses, or threatens the health or safety of others.

### Interaction with Minors

Sho-Me complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

### Child Pornography

Sho-Me services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to Sho-Me at the following E-mail address: [customersolutions@shometech.com](mailto:customersolutions@shometech.com). Sho-Me will report any reported suspected violation to law enforcement authorities and to the National Center for Missing and Exploited Children, will take steps to remove child pornography from its servers, any will block access to content determined to contain child pornography.

### Intellectual Property Rights

Sho-Me services shall not be used to publish, submit, receive, upload, download, post, use, copy, or otherwise reproduce, transmit, re-transmit, distribute or store any content or material, or to engage in any activity that infringes, misappropriates or otherwise violates, the intellectual property rights or privacy or publicity rights of any person, entity, or group, including but not limited to any rights protected by any copyright, patent, trademark laws,

trade secret, trade dress, right of privacy, right of publicity, or other intellectual property right known or recognized by statute, regulation, or judicial decision.

## **Spam and E-mail Abuse**

Sho-Me services shall not be used in violation of the CAN-SPAM Act of 2003, as may be amended, or any other applicable law regulating e-mail services. Examples of Spam and/or E-mail abuse include but are not limited to the following activities:

- 1) Sending multiple unsolicited E-mail messages or “mail-bombing” to one or more recipient;
- 2) Sending unsolicited commercial E-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- 3) Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- 4) Sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- 5) Sending electronic messages, files or other transmissions that exceed contracted capacity or that create the potential for disruption of the Sho-Me network or of the networks with which Sho-Me interconnects, by virtue of quantity, size or otherwise;
- 6) Using another site's mail server to relay mail without the express permission of that site’s operator;
- 7) Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- 8) Using IP addresses that the Customer does not have a right to use;
- 9) Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- 10) Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Internet or IP Services, e.g., through language, frequency, size or otherwise;
- 11) Using distribution lists containing addresses that include those who have opted out;
- 12) Sending electronic messages that do not accurately identify the sender, the sender's return address, the E-mail address of origin, or other information contained in the subject line or header;
- 13) Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- 14) Using redirect links in unsolicited commercial e-mail to advertise a website or service;

- 15) Posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- 16) Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- 17) Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends; and
- 18) Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

## Security

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Sho-Me's (or any other entity's) server, network, network access, personal computer, control devices, software or data, or other system. Examples of such prohibited system or network security violations include but are not limited to:

- 1) Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of E-mail addresses;
- 2) Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner;
- 3) Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- 4) Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- 5) Distributing or using tools designed to compromise security (including but not limited to Simple Network Management Protocol tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- 6) Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or that may be used to engage in modem or system hi-jacking;
- 7) Engaging in the transmission of pirated software;

- 8) With respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- 9) Using manual or automated means to avoid any use limitations placed on the IP Services;
- 10) Providing guidance, information or assistance with respect to causing damage or security breach to the network of any IP Service provider, including Sho-Me; and
- 11) Failure to take reasonable security precautions to help prevent violations of this AUP.

### **Customer Responsibilities**

Customers are solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. Sho-Me is not responsible for the content of any material created by customers on Sho-Me's network, or the content created by any person or entity other than Sho-Me. Sho-Me has not obligation to monitor content, and will not do so except upon proper complaint or proper request from law enforcement authorities.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of this AUP, and to help prevent similar future violations.

### **Resale**

In the event Customer resells connectivity to the Internet (a) Customer remains responsible to Sho-Me for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, sites, communications, and the acts and omissions of such third party, (b) Customer shall indemnify Sho-Me for any third party claims arising out of the acts and omissions of such third party and (c) Customer and the party(s) to whom Customer resells any portion of the Services enter into written agreement(s) pursuant to which such party(s) agree to be bound by all terms and conditions in Sho-Me's service contract as applicable to them and their use of Sho-Me's services and network. Any such resale agreement shall terminate automatically upon expiration or termination of Sho-Me's service contract. Notwithstanding the foregoing, Sho-Me is not liable to any third party resale customer for any claims, losses or damages, (including consequential damages) resulting from that customer's use of Sho-Me's services.

### **Other Networks**

Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. Sho-Me is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

### **AUP Enforcement and Notice**

Customer's failure to observe the guidelines set forth in this AUP may result in Sho-Me taking actions to enforce this AUP. Such actions may range from a warning to a suspension or termination of Customer's Services, as Sho-Me deems appropriate. When feasible, Sho-Me may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

Sho-Me reserves the right to act immediately, without notice to the Customer, to suspend or terminate affected services in response to a court order or government notice that certain conduct must be stopped. Sho-Me also reserves the right to suspend or terminate services without notice to the customer when Sho-Me determines that certain conduct may expose Sho-Me to any type of criminal or civil liability, may cause harm to or interfere with Sho-Me's network or services, may interfere with another customer's use of the Internet or services, may violate any applicable law or regulation, or risk harm to Sho-Me or its customers.

### **Incident Reporting**

Any complaints regarding violation of this AUP by a Sho-Me Customer should be directed to the email address [customersolutions@shometech.com](mailto:customersolutions@shometech.com). Where possible, include details that may assist Sho-Me in investigating such complaint, such as IP address(s), a copy of the offending transmission and any log files.

### **Copyright complaints**

If you believe that your work has been copied and posted, stored or transmitted using Sho-Me services in a way that constitutes copyright infringement, please submit a notification to Sho-Me's Designated Copyright Agent:

John T. Richards, CEO and General Manager  
Sho-Me Technologies, L.L.C.  
P.O. Box D  
Marshfield, MO 65706  
Phone: (417) 468-2615  
Fax: (417) 468-2611  
Email: [jrichards@shomepower.com](mailto:jrichards@shomepower.com)

### **Questions regarding this AUP**

Customer questions to Sho-Me regarding this AUP should be directed to:

Customer Solutions  
Sho-Me Technologies, L.L.C.  
P.O. Box D  
Marshfield, MO 65706  
Phone: (417) 468-2615  
Fax: (417) 468-7052  
Email: [customersolutions@shometech.com](mailto:customersolutions@shometech.com)