



NexusWebLinks™ BASIC POLICY & SERVICE GUIDELINES (AUP) - REVISED 4/14/2008

NexusWebLinks Solutions™ provides services to clients all around the world. NexusWebLinks™ has the responsibility to protect each client and provide them with the best services available. The following guidelines were designed in an attempt to ensure that we can do such.

NexusWebLinks™ will be the sole arbiter as to what constitutes a violation of these provisions.

GENERAL

Services provided by NexusWebLinks™ may be used for lawful purposes only. Transmission, storage, or presentation of any information, data, or material in violation of any United States Federal, State, or City law or of any other country Law is prohibited.

The subscriber agrees to indemnify and hold harmless NexusWebLinks™ from any claims resulting from the use of the service which damages the subscriber or any other party.

CONTENT

Examples of unacceptable content include, but are not limited to:

- * Copyrighted media, without authority to distribute or display
- * Unlicensed applications
- * Cracking programs or key generators
- * Child pornography or kidnapping material
- * Fraudulent activity, phishing, pyramid schemes, chain letters, forgery, or impersonation
- * Terrorist propaganda, racist material, or bomb/weapon instructions
- * Virus/Virii, Spyware, Malware, or other infectious material
- * Material protected by trade secret or other statute

Additionally, NexusWebLinks™ prohibits:

- * IRC and associated programs (including psybnc, "bots", etc...)
- * Scripts commonly used for abuse, attacks, or flooding
- * Threatening, harrassing, or obscene content
- * Any proxies which do not require authentication (including open mail proxies, unprotected anonymous web surfing proxies, etc...)

Legal adult content is permitted on all NexusWebLinks™ product lines. The viewing/downloading or possession of such information/data by NexusWebLinks™ clientele is not governed by NexusWebLinks™ policy, and is at your own discretion/free-will, and may be governed by your state/federal government.

Links to unacceptable content, as defined above, are also prohibited.

ONLINE ACTIVITY

Any attempts to undermine or cause harm to the NexusWebLinks™ equipment, network, operations, or clientele is STRICTLY prohibited. NexusWebLinks™ will pursue legal action to the fullest extent for all abuse/violation of such.

Any activity deemed damaging or abusive, whether unlawful or considered to be detrimental to the operations of NexusWebLinks™, is prohibited.

This includes, but is not limited to:

- * Denial of Service Attacks (DOS/DDOS)
- * Unnecessary Port Scans
- * Mail Bombing
- * Unsolicited Advertising via IM, Forums, Newsgroups, Email, etc..

Bulk Email: We understand that bulk email is an important mechanism for keeping people informed. However, spamming (unsolicited advertising), from the NexusWebLinks™ network, or spamvertising (unsolicited advertising of) sites hosted on the NexusWebLinks™ network is STRICTLY prohibited.

Legitimate bulk email meets the following criteria:

1) The recipient has confirmed his willingness to be added to the distribution list of the mailing, by responding to a verification email, or, otherwise, verifiably confirming permission. (Evidence of such must be retained and available by request.)

2) Messages include: Valid headers, removal instructions, and information on the method by which the subscribed address was obtained.

All bulk email senders must post privacy policies, in association with the sending domains. Co-registration is not prohibited, but explanations of the sharing of information must be both publicly available and included in the confirmation mechanism for list subscription.

If NexusWebLinks™ approaches a client for evidence of confirmation, this request must be honoured within 48 hours.

Failure to meet the acceptable criteria for bulk mail may lead to immediate termination.

Additionally, if such actions have caused mail servers or IP address ranges on the NexusWebLinks™ network to be blacklisted, NexusWebLinks™ reserves the right to assess a \$150 charge to the customer account. This fee is set to cover administrative costs associated with removal from such lists.

Please make an effort to limit outgoing mail on your account to no more than 1000 pieces per hour. Large mailings are preferred to be sent from the hours of 12AM - 8AM EST.

POLICY VIOLATIONS

NexusWebLinks™ may, at any time, audit systems for any data/activity showing potential policy violations.

Warnings: NexusWebLinks™ makes an attempt to contact the client, via email, when the first sign of a possible violation is noted. These alerts are a courtesy. Responses to such alerts are required. If an alert is received from any NexusWebLinks™ staff member, the client is responsible for acknowledging his/her understanding and citing any action planned or taken, within 24 hours of the notice. Failure to do so may lead to suspension. Repeated failure to do so may result in termination.

Note: It is extremely important to ensure that the email address on record with the NexusWebLinks™ is valid. This is the address used for abuse notifications and warnings.

SUSPENSION/DEACTIVATION

If any terms or conditions are failed to be followed, the client risks service suspension or termination. NexusWebLinks™ reserves the right to remove any account, without prior notice. If NexusWebLinks™ deactivates an account for violating policy, the client will forfeit any rights to a refund. No refunds for advance payments will be granted for deactivated accounts.

REACTIVATION

If a service is suspended, the client will be required to pay a reactivation fee of \$70.00, and when applicable, to cover any administrative costs associated with the offense/violation, as determined by NexusWebLinks™

UNAUTHORIZED USAGE

In any case involving unauthorized parties utilizing a NexusWebLinks™ service for abuse/violations, the client will be responsible for stopping all affected applications, until the source of the problem is found and corrected. NexusWebLinks™ may opt to disable all services until the client can perform such an investigation. If the technical support of NexusWebLinks™ is required for the investigation, the client agrees to compensate NexusWebLinks™ at a rate of \$81.25/hour for such services performed, if such services are not included in the client's current service package.

In general, the client is responsible for maintaining a secure system. This includes, but is not limited to:

- * Requesting kernel updates
- * Applying application patches

Additionally, NexusWebLinks™ will not be responsible for securing third-party applications.

The client is expected to monitor his/her system(s) and/or service(s). Resource usage should be maintained within the level outlined in the service contract. Abuse caused by end-users or unauthorized parties may increase resource usage and it should be noted that overage fees may apply.

Certain clientele, such as those with Maximum Admin™ fully managed support services, may be entitled to a higher level of support than those clientele with only basic management included with their service(s). The above unauthorized usage responsibilities may differ for such clientele. Further details of technical support provided can be found in the NexusWebLinks™ Managed Services Definition and Backup Policy.

RESOURCE USAGE

NexusWebLinks™ will be the sole arbiter as to what constitutes a violation of resource usage limitations.

Bandwidth: Overage fees will apply to any service utilizing more than it's assigned bandwidth allocation, except for those services advertised/sold as "UNMETERED". Overages will be calculated based on overall amount of GigaBytes (GB) transferred in a monthly period, unless a service is sold based on Megabits per Second (MBPS). Services sold by MBPS, will be calculated

via the industry standard 95% method, unless specified in contract otherwise. MRTG or other bandwidth reporting is available upon request for all services. Client is responsible for all usage, and any corresponding overages fees, that result from a service that may be hacked and/or flooding. NexusWebLinks™ may require a deposit should a client utilize/require large amounts of bandwidth beyond their standard bandwidth allocation.

Port Usage: Basic Dedicated & Co-Located servers are installed on 100MBPS unthrottled ports, unless service is sold as a specified port size (ie...10MBPS UNMETERED) or specified/requested as a capped port. NexusWebLinks™ reserves the right to monitor network usage, and if a service significantly exceeds average usage, to throttle the available speed to conserve network resources and to prevent any large billing anomalies. This will generally not include short spikes in usage, but will include, but not be limited to, sustained transfers of significantly larger than average amounts of bandwidth. If at any time any client's data transfer rate affects other NexusWebLinks™ clientele, NexusWebLinks™ reserves the right to throttle and/or disconnect the service causing such a problem.

Filtering: NexusWebLinks™ reserves the right to block/filter or throttle ports and/or ip address ranges, at its discretion. This may include, for example, blocking Port 6667 (IRC), denying access from a known-spamming IP address range, or limiting the speed of point-to-point file-sharing programs (Kazaa, Limewire, Donkey, etc...). This may also include giving priority to certain traffic types, such as Voice-over-IP (VOIP) phone call transmissions.

Unmetered: Services advertised/sold as "UNMETERED" will not be subject to bandwidth overage fees. Bandwidth is supplied from a shared pool, and is not supplied as guaranteed/dedicated bandwidth. Burstable usage of the UNMETERED service/port is permitted, however, a service that has heavy sustained usage may have their port capped or be asked to upgrade to a dedicated service plan. UNMETERED service is supplied on a "best-effort" basis---which may result in some slowdowns during peak traffic times.

Virtual Hosting: NexusWebLinks™ is pleased to offer our Virtual Hosting clientele unlimited traffic/hits and server usage. Unlimited Traffic/Hits refers to the number of visitors to your website, NOT the amount of bandwidth/data transfer. Your account is still limited to the allotted bandwidth/data transfer included with your selected package. To maintain the integrity of our service, the following usage may be limited/disallowed on Virtual Hosting service:

- * Banner, graphic, or CGI scripts running from the service, and being utilized on other domains/websites
- * Large graphic or download archives/galleries
- * Large chat room gatherings
- * Heavy system resource utilization

If you do not qualify for unlimited traffic/hits, your account may be required to be upgraded, or, NexusWebLinks™ may relocate your site to a different server and/or IP address, to reduce the load on the server on which you are currently residing.

Internet Access: NexusWebLinks™ does not allow multiple dial-in connections on a single dial-up access account. Multiple computers/networks are permitted to utilize a single NexusWebLinks™ Internet Access service. Internet Access clientele are responsible for maintaining/securing their computer systems, and should such become infected with a virus and/or spyware which causes/threatens harm to the NexusWebLinks™ network, NexusWebLinks™ may at its discretion suspend service until which time the source of the problem is found and corrected.

Backup Service: To maintain the integrity of our service, NexusWebLinks™ may relocate your backup service to a different server and/or IP address, to reduce the load on the server on which you are currently residing. Download/FTP sites, web-serving (httpd), and/or usage that results in heavy upstream/outgoing bandwidth consumption beyond that of normal backup operations is not permitted on the backup service. This service is meant for the backup/restore/sharing/storing of data/files, and not for usage normally performed by web/database servers.

Idle Timeouts:

NexusWebLinks™ may disconnect any idle connection to the network.

Average timeouts are:

FTP - 300 seconds

Dial-Up - 10-15 minutes

Telnet/SSH - 2 hours

ABUSIVE CLIENTELE

NexusWebLinks™ may at it's discretion suspend or terminate service of any client that is abusive/harassing to NexusWebLinks™ and/or NexusWebLinks™ employees. Examples of such activity include, but are not limited to;

- * Verbal abuse - cursing, yelling, threatening, etc...
- * Ongoing disregard for warnings or notices
- * Consistent mistakes/errors/changes causing unnecessary workload
- * Spamming NexusWebLinks™ email addresses, ticket systems, or servers
- * Continuous involvement in flood/DDOS activity, hacked services, or other ongoing non-permitted usage
- * Consistent late payments or responses
- * Issuing a chargeback or bouncing a payment
- * Continuous activation of problematic end-users
- * Activity which affects the service(s) of other NexusWebLinks™ clientele