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Rules and Regulations

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The OmniTI Computer Consulting (OmniTI) Rules and Regulations is designed to help protect OmniTI, OmniTI Customers and the Internet community in general from irresponsible, inappropriate or, in some cases, illegal activities. It is the Customer's responsibility to check the OmniTI Web page for updates or modifications of the Rules and Regulations.

1 General Rules and Regulations.

1.1 Violations. OmniTI Customers shall not, nor shall they permit or assist others who may or may not have authorized access to Customers' sites, to abuse or fraudulently use OmniTI facilities, products and/or services, including but not limited to engaging in the following activities:

1.1.1 Cracking. Obtaining or attempting to obtain unauthorized access to any account or computer resource not belonging to that user (*e.g.*, cracking or spoofing).

1.1.2 Fraud. Obtaining or attempting to obtain service by any means or device with the intent of avoiding payment.

1.1.3 Malicious Activity. Engaging in unauthorized access, alteration, destruction or any attempt thereof, of any information belonging to any OmniTI Customer or end-user by any means or device.

1.1.4 Denial-of-service. Knowingly engaging in any activity that will cause a denial-of-service (*e.g.*, smurf attack, accessing a service without the intent to use as advertised) to any OmniTI Customer or end-user.

1.1.5 Interference. Using OmniTI products and/or services or any kind of program to interfere with or coordinate the interference of service to any user, host or network, including but not limited to flooding networks, deliberately attempting to overload a service or attempting to crash a host.

1.1.6 Harmful activity. Transmitting on or through any OmniTI service any material that is unlawful, obscene, harassing, threatening, abusive, libelous or hateful, or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including but not limited to direct or indirect threats of physical harm or the transmission or display of child pornography.

1.1.7 Illegal traffic or storage. Transmitting, distributing, or storing any information, data or material in violation of U.S. regulation or law; state regulation or law; common law; or the laws and regulations of any jurisdiction in which OmniTI does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary-rights statute. Examples of such might include posting, uploading or otherwise distributing copyrighted material without the consent of the copyright holder, except when pursuant to the Fair Use Doctrine.

1.1.8 Personal privacy. Violating the personal-privacy rights of others, including but not limited to collecting and distributing information about Internet users without their permission, except as permitted by applicable law.

1.1.9 Fraud or deception. Intentionally omitting, deleting, forging or misrepresenting transmission information, including but not limited to headers, return-address information and IP addresses, or taking any other action intended to cloak the identity or contact information of the Customer or its users.

1.1.10 Illegal activity. Directly or indirectly violating U.S. laws and regulations; or the laws and regulations of any jurisdiction in which OmniTI does business and/or from which the violation emanates, is received and/or occurs; or export-control laws, including but not limited to those applying to software and/or technical information.



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1.1.11 Cracking tools. Storing and/or distributing security-breaching materials and/or tools, including but not limited to programs containing viruses or "Trojan horses," tools to compromise the security of other sites, tools to collect e-mail addresses for use in sending bulk e-mail and/or tools used to send bulk mail.

2 Policy on SPAM.

2.1 E-Mail. Users may not send unsolicited e-mail messages (*i.e.*, not explicitly requested by the recipient), whether or not the practice causes complaints from recipients, including, without limitation, bulk commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious tracts ("SPAM"), in a way that could be expected to adversely impact OmniTI, including, without limitation, using an e-mail account on or through the OmniTI network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the OmniTI network, either directly or indirectly.

2.2 Violations. Users may not use the OmniTI network to:

2.2.1 Harassment. send e-mail messages that are excessive and/or intended to harass or annoy others, especially if the recipient has made a request to cease and desist;

2.2.2 Collecting SPAM responses. use the account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;

2.2.3 Chain letters. forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings;

2.2.4 Ignoring recipient requests. continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them;

2.2.5 Forging. send e-mail with forged or missing TCP/IP packet-header information;

2.2.6 SPAMming. engage in the sending of large quantities of unwanted or unsolicited e-mail to individual e-mail accounts or copies of a single message to many e-mail accounts; and/or

2.2.7 Violate other ISPs. send or receive e-mail messages in a manner that violates the use policies of the recipient's Internet Service Provider.

2.3 Inappropriate Software, Products and Services. Users may not transmit, promote or otherwise make available any software product or service that is either illegal or designed to violate this policy. Such software products or services include but are not limited to programs designed to send unsolicited advertisements (*i.e.*, "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial-of-service" attacks, "mailbomb" programs, and/or programs designed to gain unauthorized access to networks on the Internet.

3 Security. OmniTI Customers are solely responsible for any misuse of their account or services, even if the offending act or conduct was committed by, results from or arises from the act, omission or behavior of someone other than the Customer. Thus, Customers must take the necessary precautions to protect access to and use of their account or services. OmniTI recommends using passwords (which themselves must be kept secure) containing at least six, if not eight characters, at least one of which should combine upper and lower case letters and **should not contain** or be based on any word or personal information (*i.e.*, birth date, social security numbers, *etc.*).

3.1 Violations. The following actions are considered to be in violation of the Rules and Regulations:

3.1.1 Account sharing. share password and account access with unauthorized users;



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3.1.2 Account misuse. use or attempt to use an account or services to breach the security of another account or attempt to gain unauthorized access to another network or server;

3.1.3 Account theft. steal attempt to obtain another user's password;

3.1.4 Crack or compromise. attempt to circumvent user authentication or security of any host, network or account (cracking), including but not limited to accessing data not intended for the user, logging into or making use of a server or account not expressly authorized for the user or accessing or probing the security of other networks;

3.1.5 Cracking tools. use or distribute tools designed for compromising security, including by not limited to password-guessing programs or cracking tools; and/or

3.1.6 Denial-of-service. attempt to interfere with service to any user, host or network (denial-of-service attacks), including but not limited to flooding of networks, deliberate attempts to overload a service and attempting to crash a host.

4 Intellectual Property and CopyrightsOmniTI Computer Consulting, Inc. ("OmniTI") respects the intellectual property of others, and we ask that you do the same. Users who believe that their intellectual property rights have been infringed through on-line services provided by OmniTI may contact OmniTI directly or through their authorized agents, and request that the infringing material be removed or access to it blocked. OmniTi will investigate complaints of copyright infringement and may, in appropriate circumstances and in its sole discretion, remove or disable access to any material claimed to be infringing or the subject of infringing activity. In addition, OmniTI reserves the right to terminate the accounts of, or access to specific services offered by OmniTI to, users who infringe the intellectual property rights of others.

If you believe your intellectual property rights are being infringed, please direct your claims to OmniTI's designated "Agent for Notice" of claims of copyright infringement, who can be reached as follows:

Sherry Schlossnagle
7070 Samuel Morse Drive, Suite 150
Columbia, MD 21046
Phone: +1 410 872 4910 x311
Fax: +1 410 872 4911
Email: abuse@omniti.com

If you believe that your copyright-protected work has been copied in a way that constitutes copyright infringement under U.S. copyright law, please contact OmniTI's Agent for Notice (as designated above) the following information:

- The name and contact information for a person authorized to act on behalf of the owner of the copyright interest;
- A specific description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the OmniTI site;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please place the following label, "Notice of Infringement," in the subject line of all such communications to OmniTI .



5 Violations and Remedies. WARNING: Users who violate systems or network security may incur criminal or civil liability. OmniTI will cooperate fully with all investigations of violations of systems or network security at OmniTI and/or other sites, including but not limited to cooperation with law enforcement authorities in the investigation of criminal violations.

OmniTI reserves the right to suspend or terminate the account, services, or any part thereof, of any Customer who, in the judgement of OmniTI, fails to abide by the policies contained herein. In addition, OmniTI may take such equitable actions as it deems appropriate, including but not limited to those more fully set forth in the OmniTI Master Service Agreement Terms and Conditions, and may seek legal remedies for any damages it may incur as a result of any violation of this Policy or attempted misuse or abuse of the OmniTI network facilities, products and services.

6 Customer Responsibilities. Each OmniTI Customer is responsible for the activities of its subordinate customer base or end-users and, by accepting service from OmniTI, agrees to ensure that its customers abide by this Policy. Complaints about the customers or end-users of a OmniTI Customer will be forwarded to the OmniTI Customer's hostmaster for action. If activity in violation of this Policy continues, then the products and services of the OmniTI Customer may be subject to suspension, termination or other action, without notice, as OmniTI in its sole discretion deems appropriate.

It is the Customer's responsibility to check the OmniTI Web page for updates or modifications of the Rules and Regulations. OmniTI reserves the right to modify the Rules and Regulations at any time without notice. Currently, the latest Rules and Regulations can be found on the OmniTI Web site.

7 Indemnification. Customers will defend, indemnify and hold OmniTI and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, related to any violation of the Rules and Regulations by the Customer or users of the Customer's account, or in connection with the use of service or the Internet, or the placement or transmission of any message, information, software, or other materials on the Internet by the Customer or users of a Customer's account.

8 Monitoring Obligations. Customers acknowledge that OmniTI has no obligation to monitor services in any way unless otherwise specified by contract, but that OmniTI has a right to monitor the service from time to time and to disclose any information as necessary to satisfy any law, regulation, ordinance or other government request, to operate the service properly, or to protect itself or its subscribers. OmniTI shall not intentionally monitor or disclose any private e-mail message unless required by law. OmniTI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable or in violation of these Rules and Regulations. Report violations to abuse@omniti.com.

9 Customer Content. OmniTI respects the intellectual property of others, and we ask that our customers do the same. Accordingly, OmniTI may, in appropriate circumstances, terminate the accounts of, or access to specific services offered by OmniTI to customers, including the dissemination of any emails containing Customer Content, that either infringe the intellectual property rights of others or violate the guidelines regarding use of OmniTI Services described below.

OmniTI provides a service to allow its customers to disseminate information of interest to an email list it provides to OmniTI (collectively, "OmniTI Services"). As a result, OmniTI has no control over the information, content, truth, accuracy, quality or legality of the email content being distributed.

However, OmniTI asks its customers to ensure that any data, software, information or content (collectively, "Customer Content") it includes in any email disseminated using OmniTI Services not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve stolen items; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation; (e) be defamatory, libelous, threatening or harassing; (f) be obscene or



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pornographic; (g) contain any viruses, Trojan horses, worms, time bombs or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or personal information; or (h) create liability for OmniTI or cause OmniTI to lose (in whole or in part) its services with communications or other suppliers.