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1. Use and Misuse of the Services

- 1.1. All complaints of abuse, violation, and misuse of the Services shall be investigated promptly, whether described in this Section or otherwise. If you are not sure if your actions will be an abuse, violation, or misuse, please ask first: abuse@innetra.com.
- 1.2. You are responsible for all use of your website, with or without your knowledge or consent.
- 1.3. You agree to use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to:
 - 1.3.1. drug dealing;
 - 1.3.2. attempting without authorization to access a computer system;
 - 1.3.3. pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators);
 - 1.3.4. gambling; schemes to defraud;
 - 1.3.5. trafficking in obscene material;
 - 1.3.6. sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person;
 - 1.3.7. threatening bodily harm or damage to individuals or groups;
 - 1.3.8. violating any export restrictions;
 - 1.3.9. stalking;
 - 1.3.10. or breaking other laws.
- 1.4. When Innetra PC becomes aware of possible violations of this Agreement, INNETRA PC may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on INNETRA PC servers.
- 1.5. INNETRA PC is willing to consider at their volition complaints sent at a designated-mail address or sent in writing to the appropriate address that appears genuine and worthy. Still, any such complaint may be prejudiced if it does not contain the name, the address, the telephone number, and an appropriate email address of the complainant.
- 1.6. The above private information of the complainant shall be considered confidential. It shall not be disclosed to anyone except the appropriate authorities conducting an investigation and the employees of INNETRA PC who might reasonably need access to this information.
- 1.7. Any person submitting a false complaint or complaint that fails to meet a reasonable standard or accuracy or misleading information shall be liable to indemnify INNETRA PC for any damages caused by or reliance on such complaint or information. INNETRA PC, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement could subject you to criminal or civil liability.
- 1.8. By accepting this agreement, you agree to waive and hold INNETRA PC harmless from any claims relating to any action taken by INNETRA PC as part of its investigation of a suspected violation of this agreement or as a result of its conclusion that a violation of this agreement has occurred. This means that you cannot sue or recover any damages whatsoever from INNETRA PC as a result of INNETRA PC decision to remove material from its servers, warn you to suspend or terminate your account or take any other action during the investigation of a suspected violation or as a result of INNETRA PC conclusion that a violation has occurred. This waiver applies to all violations described in this agreement.



2. Use and Misuse of Materials

2.1. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Services. You may also re-distribute materials in the public domain. You assume all risks regarding the determination of whether the material is in the public domain. You are prohibited from storing, distributing, or transmitting any unlawful material through the Services. Examples of prohibited material include, but are not limited to:

- 2.1.1. Threats of physical harm, excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 2.1.2. Copyrighted, trademarked and other proprietary material used without proper authorization. Intended to assist others in defeating technical copyright protections,
- 2.1.3. Infringes on another persons' trade or service mark, patent, or other property rights;
- 2.1.4. Unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- 2.1.5. Defamatory or violates a person's privacy;
- 2.1.6. Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- 2.1.7. Improperly exposes trade secrets or other confidential or proprietary information of another person;
- 2.1.8. Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- 2.1.9. Promote terrorism and any ethnic, social, or religious discord;
- 2.1.10. Constitutes foster or promote child pornography. Marketing the site utilizing content including "Kids", "Lolita", "Pedo", "Peta", "Peto", "Pre-teen", "Pedophile", "Underage", "Child", or any other words, images, or descriptions that would lead someone to believe that the models are less than 18 years of age are not permitted anywhere on venue including the URL and meta tags;
- 2.1.11. The posting or display of any image or wording depicting or related to incest, snuff, scat, or the elimination of any bodily waste on another person, mutilation, or rape anywhere on the site, including the URL and meta tags;
- 2.1.12. The posting or display of any image or wording depicting or related to bestiality anywhere on the site, including the URL and meta tags;
- 2.1.13. Otherwise illegal or solicits conduct that is illegal under laws applicable to you or to INNETRA PC;
- 2.1.14. Otherwise, malicious, fraudulent, or may result in retaliation against INNETRA PC by offended viewers.

2.2. Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data:

- 2.2.1. server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network;
- 2.2.2. attempts to circumvent any user authentication or security of host, network, or account;
- 2.2.3. accessing data not intended for the user;
- 2.2.4. probing the security of any network; spawning dozens of processes; port scans, ping floods, packet spoofing, and forging router information;
- 2.2.5. denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land, and teardrop;
- 2.2.6. promulgation of viruses; and IRC bots, such as eggdrop or BitchX.



- 2.3. INNETRA PC supports free speech on the Internet and will not suspend or cancel your account simply because it disagrees with your views expressed at your website. However, examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a harmful effect on third-party computers.
- 2.4. Where there are allegations that your on-line activity has violated the legal rights of a third party, INNETRA PC will not substitute itself for a court of law in deciding tort claims raised by the third party.

3. Email Use. Bulk or Commercial E-Mail

- 3.1. You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. Also, you must obtain INNETRA PC advance approval for any bulk email, which will not be given unless you can demonstrate all of the following to INNETRA PC reasonable satisfaction:
 - 3.1.1. Your intended recipients have given their consent to receive email via some affirmative means, such as an opt-in procedure;
 - 3.1.2. Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the email address for which the consent is given;
 - 3.1.3. You retain evidence of the recipients' consent in a form that may be promptly produced on request, and you honor recipients' and INNETRA PC requests to produce consent evidence within 72 hours of receipt of the request;
 - 3.1.4. You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that the revocation of their consent will be honored in 72 hours;
 - 3.1.5. You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any Web site associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
 - 3.1.6. You must have a Privacy Policy posted for each domain associated with the mailing;
 - 3.1.7. You have the means to track anonymous complaints;
 - 3.1.8. You may not obscure the source of your email in any manner. Your email must include the recipient's email address in the body of the message or in the "TO" line of the email.
- 3.2. These policies apply to messages sent using your INNETRA PC service or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your INNETRA PC service. In addition, you may not use a third-party email service that does not practice similar procedures for all its customers. INNETRA PC may test and otherwise monitor your compliance with its requirements and may block the transmission of email that violates these provisions. You may not use INNETRA PC mail services, servers, or components to send out mail from other sites or services that are not hosted with INNETRA PC. You may not use INNETRA PC mail services, servers, or components to send out mail advertisements for other sites not pertaining to the website you are hosting with INNETRA PC



4. System Security

- 4.1. You are prohibited from utilizing the Services to compromise the security of system resources or accounts on servers at INNETRA PC or at any other site. The use or distribution of tools designed for compromising security or containing viruses or trojans is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools, or network probing tools. If you are involved in violations of system security, INNETRA PC reserves the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. INNETRA PC will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.