

Cascadia Capturing Company

Complexity Simplified

Acceptable Usage Policy

As a provider of web site hosting and other Internet-related services, Cascadia offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Cascadia respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Cascadia reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Cascadia has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using Cascadia' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Cascadia cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Cascadia cannot monitor or censor the Internet, and will not attempt to do so, Cascadia cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that Cascadia does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over Cascadia' network and may reach a large number of people, including both subscribers and non -subscribers of Cascadia, subscribers' postings to the Internet may affect other subscribers and may affect Cascadia' goodwill, business, reputation or operations. For these reasons, subscribers violate Cascadia policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

Spamming:

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Cascadia, but also because it can overload Cascadia' network and disrupt service to Cascadia' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Cascadia will investigate and shutdown the account that is spamming. A \$250.00 charge for violating this policy will be charged to the

person initiating the SPAM. Furthermore Cascadia reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should Cascadia choose to pursue and prosecute.

Adult-Oriented Content:

Cascadia does not allow adult content and will terminate any offending account. Any account in violation will be fined \$175.00 as well.

Obscene Speech or Materials:

Using Cascadia's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Cascadia is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network. Any account in violation will be fined \$75.00 and will be immediately terminated.

Defamatory or Abusive Language:

Using Cascadia' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language is strictly prohibited. Any account in violation will be suspended for 7 days as a warning. When a second complaint is received, the account will be fined \$75.00 and suspended 14 days, after investigation. A third offense will result in termination of account.

Forging of Headers:

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message is prohibited. Any account in violation will be suspended for 7 days as a warning . When a second complaint is received, the account will be fined \$75.00 and suspended 14 days, after investigation. A third offense will result in termination of account.

Illegal or Unauthorized Access to Other Computers or Networks:

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking") is strictly prohibited. Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity) is strictly prohibited. Any account in violation will be fined \$175.00 and will be immediately terminated.

Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing or denial of service attacks is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment is prohibited. Any account in violation will be fined \$175.00 and will be immediately terminated.

Facilitation a Violation of this AUP:

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software is prohibited. Any account in violation will be fined \$75.00 and will be immediately terminated.

Export Control Violations:

Exporting encryption software over the Internet or otherwise, to points outside the United States is prohibited. Any account in violation will be fined \$75.00 and will be immediately terminated.

Usenet Groups:

Cascadia reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities:

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software. Cascadia will issue an appropriate fine (\$75.00 - \$175.00) and immediate account termination if any account is in violation.

Other Activities:

Engaging in activities, whether lawful or unlawful, that Cascadia determines to be harmful to its subscribers, operations, reputation, goodwill and/or customer relations. Accounts in violation will receive a warning, or if Cascadia deems the situation serious enough, reserves the right to fine and immediately terminate the violating account.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Cascadia will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Cascadia's policy or applicable law. However, when Cascadia becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by Cascadia.

Cascadia is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching Cascadia's facilities from those subscribers may have originated from a customer of the subscriber or from another third party. Cascadia does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Cascadia reserves the right to directly take action against a customer of its subscribers. Also, Cascadia may take action against the Cascadia subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Cascadia anticipates that subscribers who offer Internet services will

cooperate with Cascadia in any corrective or preventive action that Cascadia deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Cascadia policy.

Cascadia will not intentionally monitor private electronic mail messages sent or received by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Cascadia may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Cascadia may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Cascadia assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Cascadia may disclose subscriber information or information transmitted over its network where necessary to protect Cascadia and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Cascadia will never sell information to other services or outside companies.

Cascadia expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Cascadia policy. Finally, Cascadia wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Cascadia for any violation of the Service Agreement, law or Cascadia policy resulting in loss to Cascadia or the bringing of any claim against Cascadia by any third party. This means that, if Cascadia is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against Cascadia, plus costs and attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Cascadia and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP you can contact Cascadia on our website.