

## **WEB.COM ACCEPTABLE USE POLICY**

(Updated May 9, 2011)

1. Scope. This Acceptable Use Policy (hereinafter referred to as the "Acceptable Use Policy", the "Policy" and/or the "AUP") governs the usage of all products and services (collectively, the "Services") offered by Web.com ("Company"). This Policy is incorporated by reference into each agreement between Company and Customer ("Customer") for the purchase and sale of Services. The Policy is also incorporated by reference into the Terms of Use applicable to Company's Website. The Service Agreement and other terms and conditions applicable to the Services, as well as additional applicable rules and policies can be found at <http://www.web.com/legal>. Company may modify this Policy at any time immediately by posting the modified policy on its Website, which will qualify as adequate and complete notice to you.

2. Purpose. The purpose of this Policy is to enhance the quality of the Services, and to protect the Company's customers and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to visitors to the Web.com Website and to each Customer and its employees, agents, contractors or other users who obtain Services from Company on behalf of the Customer (collectively, "Users"). Users should use common sense and good judgment in connection with Website and the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

3. Prohibited Uses. Users may not:

(a) Utilize the Services to send unsolicited e-mail to third parties. Furthermore, Users may use the Services or software programs provided by Company to send e-mail only if Users ensure that such transmissions fully comply with all applicable regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.

(b) Utilize the Services in connection with any illegal activity or any activity that would otherwise violate any applicable regulations, rules or laws. Without limiting the general application of this rule, Users may not: (i) utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization; (ii) utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party; (iii) utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law; (iv) utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or (v) utilize the Services in any manner that violates any applicable regulation, rule or law.

(c) Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not: (i) utilize the Services to publish or disseminate information that (1) constitutes slander, libel or defamation, (2) publicizes the personal information or likeness of a person without that person's consent or (3) otherwise violates the privacy rights of any person; or (ii) utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

(d) Utilize the Services in connection with any other offensive, disruptive, abusive or questionable activity. Without limiting the general application of this rule, Users may not: (i) utilize the Services to cause denial of service attacks against Company or other network hosts or Internet users or to otherwise degrade or impair the operation of Company's servers and facilities or the servers and facilities of other network hosts or Internet users; (ii) post messages or software programs that consume excessive CPU time or storage space; (iii) utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account; (iv) utilize the Services to resell access to CGI scripts installed on Company's servers; (v) utilize the Services to subvert, or assist others in subverting, the security or integrity of any Company systems, facilities or equipment; (vi) utilize the Services to gain unauthorized access to the computer networks of Company or any other person; (vii) utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; (viii) Utilize the Services to (1) forge the signature or other identifying mark or code of any other person, (2) impersonate or assume the identity of any other person, or (3) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames); (ix) utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; (x) utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); (xi) utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam; (xii) utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam; (xiii) utilize the Services in a manner deemed, in Company's sole discretion, to be violent or encouraging violence; (xiv) utilize the Services in a manner deemed, in Company's sole discretion, to display bigotry, racism, discrimination, or hatred in any manner whatsoever; (xv) utilize the Services in any manner that might subject Company to unfavorable regulatory action, subject Company to any liability for any reason, or adversely affect Company's public image, reputation or goodwill, including, without limitation, sending, displaying or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Company in its sole discretion; (xvi) use any third party software that impairs, disrupts, destroys, or otherwise damages or has potential to damage Company's servers and facilities or the servers and facilities of other network hosts or Internet users; or (xvii) utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

4. Remedies. If Company learns of or in its reasonable estimation believes there is a violation of this Policy, Company may, in Company's sole discretion, take one or more of the following actions, with or without notice to Customer: (i) warn the Customer; (ii) suspend the Services or the offending Customer from the Services; (iii) terminate the Services or the offending Customer from the Services; (iv) impose fees or charges on the offending Customer account; (v) remove any offending content; (vi) take any other action in accordance with this Policy, the applicable service agreement or applicable law; or (vii) take any other action deemed appropriate in Company's sole discretion.

5. Disclaimer. Company expressly disclaims any obligation to monitor its Customers and other Users with respect to violations of this Policy. Company has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any Web site.

6. Reservation of Rights. Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Company's Services, Customers and other Users. Company reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Company may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that Company is authorized to monitor its communications through Company's network for such purposes. Any failure by Company to enforce any of its rights under this Policy or any applicable laws shall not constitute a waiver of such right.

7. Reporting Violations.

(a) Reporting Non-Copyright Violations. Company encourages Users to report violations of this policy by e-mail to [abuse@Web.com](mailto:abuse@Web.com), including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

(b) Reporting Copyright Violations. Company complies with the Digital Millennium Copyright Act ("DMCA"). Company encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to [abuse@Web.com](mailto:abuse@Web.com). Users may also send a notice by mail to:

Web.com Group, Inc.  
Attn: Abuse/DMCA Notices  
12808 Gran Bay Parkway West  
Jacksonville, FL 32258

Company reserves the right to suspend or terminate any customer pursuant to any valid DMCA complaint. Furthermore, Company, in its sole discretion, may suspend or terminate, without notice, any User that Company determines is a repeat infringer.