

PHMC GPE LLC Hosting Acceptable Use Policy

- 1. General Information.** As used herein, the term "Subscriber" or "Subscribers" shall include any and all users, customers, subscribers, affiliates (including without limitation customers or non-customers to whom PHMC GPE LLC provides links or banners to promote the services or products of PHMC GPE LLC or any third party the services or products of which are offered by or obtained through or in connection with PHMC GPE LLC), resellers or others (i) who sign up for, use or obtain services or products from PHMC GPE LLC or from any third party services or products of which are offered by or obtained through or in connection with PHMC GPE LLC, or (ii) who visit the Web site of PHMC GPE LLC Web Hosting or of any such third party. As a provider of Internet/World Wide Web access, Web site hosting, and other Internet-related services, PHMC GPE LLC, ("PHMC GPE LLC") offers Subscribers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. PHMC GPE LLC respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, PHMC GPE LLC reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, PHMC GPE LLC has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each Subscriber's respective service agreement and is intended as a guide to the Subscriber's rights and obligations when utilizing PHMC GPE LLC's services. This AUP will be revised from time to time. A Subscriber's use of PHMC GPE LLC's services after changes to the AUP are posted on PHMC GPE LLC Web Hosting's Web site, under the Terms of Service section, will constitute the Subscriber's acceptance of any new or additional terms of the AUP that result from those changes. 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 the Internet, both in the information they acquire and in the information they disseminate to others. When Subscribers or others obtain information through the Internet, they must keep in mind that PHMC GPE LLC cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user 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 is sexually explicit or otherwise offensive. Because PHMC GPE LLC cannot monitor or censor the Internet, and will not attempt to do so, PHMC GPE LLC cannot and does not accept any responsibility for injury to its Subscribers or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Subscribers or others disseminate information through the Internet, they also must keep in mind that PHMC GPE LLC does not review, edit, censor, or take responsibility for any information its users, customers, subscribers or others may create. When Subscribers or others 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 they create is carried over PHMC GPE LLC's network and may reach a large number of people, including both Subscribers and subscribers and non-subscribers of PHMC GPE LLC, Subscribers' postings to the Internet may affect others and may harm PHMC GPE LLC's goodwill, business reputation, and operations. For these reasons, Subscribers violate PHMC GPE LLC policy and the service agreement when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein. For security reasons, PHMC GPE LLC hosts on its own servers web sites developed by PHMC GPE LLC only. Hosting fees are non-refundable.
- 2. Scope.** This AUP governs the usage of products and services of PHMC GPE LLC or of any third party which are subscribed to or obtained through PHMC GPE LLC (the "Services"). This AUP is incorporated by reference into each contract PHMC GPE LLC or any such third party enters into with a Subscriber for the use of such Services. PHMC GPE LLC

may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into the Terms of Service applicable to the Web site of PHMC GPE LLC Web Hosting so that no person who utilizes the Web site or services of PHMC GPE LLC Web Hosting (regardless of whether that person is a Subscriber) may take any action utilizing the Web site of PHMC GPE LLC Web Hosting that a Subscriber would be prohibited to take utilizing the Services.

3. **Purpose.** The purpose of this AUP is to enhance the quality of the Services and to protect Subscribers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Subscriber. Each Subscriber should use common sense and good judgment in connection with 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.
4. **Site Security and Updates.** PHMC GPE LLC uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's web site(s), and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, password, and registered domain name(s), as well as any and all scripts or programs added to the account by the Subscriber or authorized users. Subscriber agrees to immediately notify PHMC GPE LLC of any unauthorized uses of the Service or any other breaches of security. It is exclusively Subscriber's responsibility to update and secure any programs or scripts available via the cPanel interface. Subscriber's failure to update and secure any programs or scripts available via the cPanel interface and/or the backend admin panel of the web site may result in PHMC GPE LLC either updating the programs and scripts and charge subscriber for such an operation or suspending your account services until they are updated. PHMC GPE LLC will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with any of the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services, or due to any updates performed by PHMC GPE LLC pursuant to the terms of this section.
5. **Dedicated Hosting Password Policy.** PHMC GPE LLC reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the Subscriber to ensure that there is a valid email address and current root password for the Subscriber's dedicated server on file to prevent downtime from forced password resets. PHMC GPE LLC reserves the right to audit servers and perform administrative actions as needed. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed and your password is found to be weak, we will notify you to change/update your password.
6. **Prohibited Uses.** The uses of PHMC GPE LLC Services set forth in this section herein below are prohibited. The engaging in any prohibited use as set forth herein by Subscriber or by any affiliate or subscriber of Subscriber (as determined in the sole discretion of PHMC GPE LLC) constitutes a material breach of these Terms and will subject Subscriber's account to immediate termination without notice and without any refund.
 1. **Spamming.** Spamming, whether or not it overloads the Services or disrupts service to PHMC GPE LLC's Subscribers, is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an open SMTP policy, or sending to any mailing list that is not double opt in. PHMC GPE LLC requires that all email messages contain an automated opt out. We do not allow purchased lists. PHMC GPE LLC's Subscribers are required to follow all rules in the [Can Spam Act](http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm) (additional information at: <http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) as well

as our company spam rules. PHMC GPE LLC reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Irrespective of whether an email campaign constitutes Spamming as defined herein, PHMC GPE LLC allows a MAXIMUM of 500 emails per hour to be sent from any individual hosting account.

2. **Prohibited Offerings.** No Subscriber may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
3. **Profanity.** Profanity or profane subject matter in the site content and in the domain name are prohibited.
4. **Private Information and Images.** Subscribers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
5. **Violations of Intellectual Property Rights.** Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. PHMC GPE LLC is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (please see the Copyright Claims Policy here for more information).
6. **Misrepresentation of Transmission Information.** Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
7. **Viruses and Other Destructive Activities.** Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
8. **Hacking.** "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
9. **Anonymous Proxies.** PHMC GPE LLC does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
10. **Export Control Violations.** The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law.
11. **Child Pornography.** The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. PHMC GPE LLC is required by law to, and will, notify law enforcement agencies when

it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

12. **Other Illegal Activities.** The use of the Services to engage in any activity that is determined by PHMC GPE LLC, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, failure to comply with applicable on-line privacy laws or any executive orders, as well as any rules, regulations or orders issued by the Office of Foreign Asset Controls ("OFAC"). PHMC GPE LLC will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.
13. **Obscene, Defamatory, Abusive or Threatening Language.** Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.
14. **BACKUP STORAGE.** PHMC GPE LLC OFFERS ITS SERVICES TO HOST WEB SITES, NOT TO STORE DATA. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING ELECTRONIC FILES IS PROHIBITED AND WILL RESULT IN TERMINATION OF HOSTING SERVICES WITHOUT PRIOR NOTICE.
15. **Other Activities.** Engaging in any activity that, in PHMC GPE LLC's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, PHMC GPE LLC's business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of PHMC GPE LLC's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Subscriber to cooperate with PHMC GPE LLC in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of these Terms by Subscriber.
16. **Dedicated and VPS Hosting.** Except for paragraph 14, relating to resource usage, all of the activities listed in this section are also prohibited on Dedicated and VPS Hosting accounts.
17. PHMC GPE LLC has contracted with PHMC GPE LLC a web hosting Company located in Orem Utah to host their own servers. This AUP is the back to back of the main agreement of their principals.
18. **HIPAA Disclaimer.** We are not "HIPAA compliant." Users are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. Users acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. PHMC GPE LLC does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "protected health information," as defined under HIPAA is a material violation of this User Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that PHMC GPE LLC is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA.

DISCLAIMER OF WARRANTY. YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. PHMC GPE LLC HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY PHMC GPE LLC OR PHMC GPE LLC'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. PHMC GPE LLC DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. PHMC GPE LLC DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. PHMC GPE LLC DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR PHMC GPE LLC IN PARTICULAR.

LIMITATION OF LIABILITY. PHMC GPE LLC SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL PHMC GPE LLC BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, IP RIGHTS HOLDER INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT PHMC GPE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. PHMC GPE LLC SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. PHMC GPE LLC'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL PHMC GPE LLC'S LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU, THE SUBSCRIBER, TO PHMC GPE LLC FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION . SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, PHMC GPE LLC'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

PROHIBITED PERSONS (COUNTRIES, ENTITIES, AND INDIVIDUALS)

1. **Sanctioned Countries.** The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that, with respect to all or certain commercial activities that would otherwise occur between i) the United States, its citizens or residents on the one hand and ii) the governments, citizens, or residents of certain other countries ("Sanctioned Countries") on the other hand, said commercial activities are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. "Sanctioned Countries" shall be deemed automatically to be added to or otherwise modified from time to time consistent with the determination(s) of

the government of the United States, and shall include all other countries with respect to which commercial activities are prohibited, embargoed, sanctioned, banned and/or otherwise excluded by determination(s) of the government of the United States from time to time.

1. Each Sanctioned Country, all governmental, commercial, or other entities located therein, and all individuals located in any Sanctioned Country are hereby prohibited from registering or signing up with, subscribing to, or using any service of PHMC GPE LLC.
 2. Each individual which is a National or Citizen of a Sanctioned Country is hereby prohibited from registering or signing up with, subscribing to, or using any service of PHMC GPE LLC, regardless of where said individual is located.
 3. Country-Code Top Level Domain Names for any Sanctioned Countries are hereby prohibited from use in connection with any service of PHMC GPE LLC.
2. **Prohibited Organizations/Entities.** The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain organizations and/or entities (collectively "Prohibited Organizations/Entities" and individually "Prohibited Organization/Entity") are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Organizations/Entities are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.
1. Each Prohibited Organization/Entity is hereby prohibited from registering or signing up with, subscribing to, or using any service of PHMC GPE LLC.
3. **Prohibited Individuals.** The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain individuals (collectively "Prohibited Individuals" and individually "Prohibited Individual"), including without limit, certain Specially Designated Nationals are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Individuals are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.
1. Each Prohibited Individual is hereby prohibited from registering or signing up with, subscribing to, or using any service of PHMC GPE LLC.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO PHMC GPE LLC SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR PHMC GPE LLC ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.

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