

## Wowrack Usage Policy

This Usage Policy (this “**Policy**”) describes prohibited uses of the products, services, network and infrastructure (collectively, the “**Services**”) provided or offered by Wow Technologies, Inc. (“**Wowrack**”). This Policy is incorporated by reference into any agreement you may have with Wowrack. Wowrack may modify or amend this Policy at any time by posting a revised version at [www.wowrack.com](http://www.wowrack.com). By using the Services, you agree to the most recent version of this Policy. If you violate the Policy or authorize or help others to do so, Wowrack may suspend or terminate your use of the Services at any time.

- 1. Use.** All Services may only be used for lawful purposes. The use of the Services for illegal, harmful or offensive use is prohibited.
- 2. Improper Content.** The transmission, use, storage, display, promotion, or distribution of content or technology that is illegal, harmful, offensive, defamatory or abusive is prohibited. Such prohibited content includes, but is not limited to: illegal activities, fraudulent or deceptive activities, covert advertising software, copyrighted, trade secret or patented material (including violations of the Digital Millennium Copyright Act), material that infringes on the intellectual property or proprietary rights of others, pirated software, material Wowrack judges to be threatening or obscene, or material protected by applicable law.
- 3. Damaging Content or Technology.** The transmission, use, storage, display or distribution of content or technology that may harm, interfere with, intercept or unlawfully obtain any system, program, or data is prohibited. Such prohibited content and technology includes, but is not limited to: viruses, trojan horses, timebombs, irc bots, overloading attempts, broadcast attacks, flooding, hacker programs and archives, spamming technology or content, and warez sites.
- 4. Email Restriction.** Spamming, mail bombing, alteration or obfuscation of mail headers, assumption of third party e-mail identity, and other illegal mail activities are strictly prohibited. MASS MAILING for other companies is absolutely not allowed (even if its double/triple/quadruple opt-in). You can Only Mass Mail for your own company. Example: if you are companyABC and you purchase a server from Wowrack, then you can mass mail to all customers of companyABC such as weekly or monthly newsletter. If you are a marketing company called companyG and you want to use Wowrack’s servers to mass mail for companyABC, this is not allowed.
- 5. Spam.** The mailing, distribution, or transmission of spam is strictly prohibited. Wowrack defines spam as unsolicited broadcast or commercial email or other electronic communication that is sent to recipients that do not affirmatively and verifiably request such material from that specific sender, and any hosting of websites or e-mail addresses, DNS services, website redirect services, solicitations or collections of replies that relate to such e-mail. Likewise, any activity relating to the sending of spam from another service provider pointing to or utilizing any resource, website, e-mail address, server, or equipment hosted or located on Wowrack’s network or infrastructure or that otherwise utilizes the Services is prohibited. You may be asked to produce records that verify explicitly affirmative permission was obtained from a recipient before a mailing or communication was sent. Wowrack may consider the lack of such proof of explicit affirmative permission of a questionable mailing spam at its sole discretion. You are prohibited from hosting open mail relays on your servers and/or network equipment. Ignorance of the presence or operation of an open mail relay is not and will not be considered an acceptable excuse. You are also prohibited from running email proxies that in turn used as a tool for sending spam. You are prohibited from running unconfirmed mailing lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by you must be closed-loop. The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email or other online addresses or contact points from third parties for mailing to from any Wowrack-hosted domain, or referencing any Wowrack account, is prohibited. Wowrack do

not allow any third party emailers, including opt-in emails. Any opt-in emails must be approved by Wowrack abuse department prior to being sent out. Wowrack will generally works with companies that send out valid newsletter or promotional emails. However it will have to be closely monitored by our abuse department and prior approval is required. You are not allowed to operate an account on behalf of, or in connection with, or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org). Any IP Address that is blacklisted by Spamhaus due to association with ROKSO database is ground for immediate server cancellation. Failure to respond or resolve to any notification of violation of spam policy may be cause for termination. Any valid spam complaints received by Wowrack will be forwarded to you for response and resolution. Wowrack customers are required to respond within 24 hour period. Wowrack reserves the right to block traffic to and from the websites, servers and/or network equipments involved in any spam complaint until the problem is resolved and preventive measures have been implemented in order to prevent the violation from recurring. Please contact [abuse@wowrack.com](mailto:abuse@wowrack.com) to report any incident of email (spam) abuse.

**6. Offensive Content.** You may not host, publish, transmit, or store any kind of offensive materials on Wowrack's network and server equipment. The following are examples of such content that we deemed offensive and are not allowed in our network:

- Child Pornography of any kind including suggestive images and sexual act contents, and the promotion of child pornography materials.
- Excessively violent contents including hate speech, content that promotes violence and content that promotes hatred in any kind of society.
- Defamatory contents that violates a person's privacy
- Contents that promote the idea of infringing trademarks, copyrights, patents, or any other service mark.
- Any content that discusses how to defeat, crack, pirate or circumvent any technical copyright protection.
- Any kind of gambling sites.
- Contents that promotes illegal drugs, violates export control laws and illegal arms trafficking.
- Pornographic images of any kind including any kind of sex act.
- Contents that creates risk to public health, a person's safety, and infringes on law enforcement's investigation.
- Any kind of content that may cause relatiation against Wowrack Network, staffs, and vendors by offended viewers.

**7. Server Abuse.** Abuse or excessive use of Wowrack's servers, network and infrastructure is prohibited.

**8. Network Abuse.** Any activity that involves making network connections to any third party without permission is prohibited. Such activity includes, but is not limited to: intentional network interference, port scanning, monitoring, crawling, denial of service, network penetration, sniffing, spoofing, virus deployment, hack attempts, vulnerability scanning, and avoidance of third party network security, restrictions or limitations.

**9. Security Abuse.** Any activity that involves violating the security or integrity of any third party network, system, application, device or other technology, account, password protection, or computer is prohibited. Such activity includes, but is not limited to: unauthorized access, phishing, internet scamming, password robbery, spidering, harvesting, collection of e-mail addresses or other identifiers, probing, scanning, vulnerability testing, interception, monitoring, network, packet header or e-mail origin falsification (excluding proper use of aliases), and covert user information gathering.

**10. Vulnerability Testing.** You may not perform any kind of vulnerability testing, penetration testing, or network scans, whether by passive or intrusive techniques in order to test the vulnerability of any Wowrack system,

Wowrack network, Wowrack customer's equipments, or your own equipments without Wowrack's express written consent.

**11. Customer Server Security.** You are responsible for protecting your own server, data, password files, and password. If for any reason Wowrack's network security has been breached because of your failure to maintain such security, you will be responsible for the cost of Wowrack security team to restore the server and / or network. Security recovery issues are billed at \$200.00 per hour.

**12. Wowrack Network Security.** Violation of Wowrack's network system such as, but not limited to probing, scanning, penetrating, testing, unauthorized access, or trying to breach Wowrack's network security is prohibited.

**13. Data Content and Protection.** You acknowledge and agree that Wowrack's network and infrastructure may be exposed to hacker attacks, viruses or other adverse attacks outside of Wowrack's control. Wowrack is not responsible or liable for any loss or damage resulting from said viruses and attacks.

**14. IP addresses.** Wowrack follows strict ARIN guidelines in the distribution of IP addresses. You have the option of purchasing additional IP addresses with justification by submitting an IP address justification form. All assigned IP addresses are not portable. You can only use the IP addresses in your server located in Wowrack's network and infrastructure. If you have more than one dedicated server in Wowrack data center, please do not use the IP addresses on server(s) other than the originally approved server. If you would like to transfer the approved IP address(es) to other server, please send an email and get the approval from support@wowrack.com. Failure to do so might cause IP conflict in the network. Your IP might not even work at all in some cases. Client MUST use 60% of the IP addresses within the day of assignment. A one-week grace period is allowed to cover equipment problems. For example, if a client is assigned 50 IP addresses, 30 IP addresses must be 'pingable' within one week after provisioning. Client must use 80% of assigned IP addresses, or the addresses will be withdrawn. Client must use 90% of assigned IP addresses before Wowrack will issue any additional IP addresses.

**15. Shared Systems.** You may not use any "cloud" or shared system provided by Wowrack in a manner that consumes a disproportionate share of the shared system's capabilities resources, or that interferes with the normal operation of the shared system. Wowrack reserves the rights to take any action it deems appropriate to protect the shared system from abuse, infection or corruption.

**16. Resellers.** Resellers and all of their clients are all bound by this Policy. Any policy or agreement made by a Reseller that contradicts or is not consistent with this Policy is not valid.

**17. Indemnification** You agree to indemnify, defend and hold Wowrack harmless against any claims, liabilities, losses, costs, damages, expenses, including attorneys' fees and court costs that arise from any violation of this Policy.

**18. Governing Law.** This Policy shall be governed by the laws of the State of Washington, without regard to principles of conflicts of laws. Any litigation, arbitration or other dispute resolution will be filed or initiated in the courts and panels located in King County, Washington.

**19. Violations and Wowrack Rights.** Wowrack reserves the right, but does not assume the obligation, to investigate any violation of this Policy. Wowrack will act as the sole arbiter as to what constitutes a violation of this Policy. At any time after a violation has occurred, and during the time that any violation is being investigated, Wowrack reserves the right to suspend, restrict or terminate any Services at any time, including without limitation the "blackholing" or "suspension" of suspected IP addresses or hosts, without liability to you. No credit will be available under any Wowrack service level agreement or other agreement for interruptions of services resulting from violations of this Policy.

**20. Cooperation with Authorities.** Wowrack reserves the right to report any activity that Wowrack suspects may violate any applicable law to law enforcement or other governmental authorities. Wowrack also reserves the right to cooperate with such authorities in any investigation of criminal or illegal conduct without notice to you.

**21. Notice of Violation and Cooperation.** You agree to immediately report any violations of this policy to: [abuse@wowrack.com](mailto:abuse@wowrack.com). You agree to assist us in stopping or remedying any violation.