

WEB SITE HOSTING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on January 1, 2009, between DeVore Technologies ("Host"), with its principal place of business located at 466 Northfield Road, Bedford, Ohio, 44146 and web hosting clients ("User"), and shall be effective as of January 1, 2009 (the "Effective Date").

WHEREAS, Host is engaged in the business of providing Internet web site hosting and related services;

WHEREAS, User desires to retain Host to perform the services provided for in this agreement.

NOW, THEREFORE, Host and User agree as follows:

1. **Scope of Services**

Host will provide the services set forth in Exhibit A (the "Services"). Hosting services will be provided according to the terms described in Exhibit B ("Service Level Agreement").

2. **Price and Payment**

User will pay Host for Hosting Services according to the terms set forth in Exhibit A. User will pay (a) hosting fees in advance, (b) fees for other goods or services as invoiced, and (c) any security deposit as set forth in any attachment to this agreement. Host may change the prices charged for the services upon forty-five (45) days written notice to User, but such increases shall not exceed ten percent (10%) of the rate currently being charged at that time.

3. **Term and Termination**

a. Hosting Services will commence on the Effective Date of this Agreement and will extend for a period of one (1) year and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. User may terminate this Agreement without cause upon at least thirty (30) days written notice to Host. Host may terminate this Agreement without cause upon at least thirty (30) days written notice to User. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

b. If User's account is suspended due to lack of payment, User will pay the then current reinstatement fee, in addition to all other charges then due and payable, prior to restoration of the Services.

4. **Customer Service**

Host will provide to User reasonable amounts of consultation via telephone and/or electronic mail in the use of the system, but will not assist with any services that are not maintained or controlled by Host.

5. **User's Warranties and Obligations**

- a. User is responsible for providing all equipment and/or software necessary to access the hardware and systems provided by Host. User agrees to adhere to Host's Acceptable Use Policy, a copy of which is attached hereto and marked as "Exhibit C" and is available online at <http://www.devore.com/policies>. The Acceptable Use Policy may be modified from time to time in Host's sole discretion. User's continued use of the Services after the effective date of such modified Acceptable Use Policy will constitute User's acceptance of the modified terms. Failure by User to adhere to the Acceptable Use Policy, or any modifications thereto will constitute a material breach of this agreement.
- b. User hereby warrants to Host, and agrees that during the term of this Agreement it will ensure that (a) User is the owner or valid licensee of all data and/or content it will upload in conjunction with the Services (the "Content"), and that User has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Host to pay any fees, residuals, guild payments or other compensation of any kind to any person; (b) User's use, publication and display of the Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated; (c) User will comply with all applicable laws, rules and regulations regarding the Content and will use the services only for lawful purposes; (d) User has used its best efforts to ensure that the Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other type of malicious code.
- c. User will cooperate fully with Host in connection with Host's performance of the Services. User will immediately notify Host of any change in User's mailing address, telephone, e-mail or other contact information.

6. Ownership of Intellectual Property

- a. User hereby grants to Host a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary in the performance of Services: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Content; and (b) make archival or back-up copies of the Content. Except for the rights expressly granted herein, Host does not acquire any right, title or interest in or to the Content, all of which will remain solely with User.
- b. Any feedback, data, answers, questions, comments, suggestions, ideas or the like that User sends to Host relating to the Services will be treated as being non-confidential and non-proprietary. Host may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose.
- c. Host's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Host. User will not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior

written consent of Host. Host will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Host to User. Host may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses.

- d. Host hereby grants to User a non-exclusive, non-transferable, royalty-free license, for the term of this Agreement, to use the provided technology solely for the purpose of accessing and using the Services. User may not use the provided technology for any purpose other than accessing and using the Services. Except for the rights expressly granted herein, this Agreement does not transfer from Host to User any right, title or interest in and to the provided technology, and all right, title and interest thereto will remain solely with Host. User will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the provided technology.

7. Warranty and Disclaimer

Host makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Host or its agents or employees shall create a warranty. Host provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances Host be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Host service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

User must report any material deficiencies in the Services to Host in writing within thirty (30) days of User's discovery of the deficiency. User's exclusive remedy for the breach of the above warranty will be the re-performance of the defective services within a commercially reasonable time, or any service credit set forth in any attachments to this agreement.

User understands that by placing information on Host servers that such information becomes available to all Internet users and that Host has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Host servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Host or on the Internet generally.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. HOST EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES.

8. **Limitation of Liability**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the Hosting Services, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

9. **Indemnification of Host**

User will indemnify and hold Host harmless against any claims incurred by Host arising out of or in conjunction with User's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Host's total liability under this Agreement with respect to the Services, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by User to Host during the six (6) month period prior to the date the claim arises.

10. **Confidential Information**

- a. All information relating to User that is known to be confidential or proprietary must be clearly marked as such, will be held in confidence by Host and will not be disclosed or used by Host except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.
- b. All information relating to Host that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by User and will not be disclosed or used by User except to the extent that such disclosure or use is reasonably necessary to the performance of User's duties and obligations under this Agreement.
- c. These obligations of confidentiality will extend for a period of six (6) months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

11. **Relation of Parties**

The performance by Host of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Host and User, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

12. **Employee Solicitation/Hiring**

During the period of this Agreement and for three (3) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within three (3) months immediately prior to the alleged violation.

13. **Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written

consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

14. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Ohio. The arbitration will be held in Ohio. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

15. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

16. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

17. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

18. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

19. User Conduct

Host services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to Host, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited. While using the service, User may not:

- a. Restrict or inhibit any other user from using and enjoying the Internet;
- b. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- c. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- d. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

20. Refusal Or Discontinuance of Service

Host reserves the right to refuse or discontinue service to anyone at Host sole discretion. Host may deny you access to all or part of the service without notice if you engage in any conduct or activities that Host in its sole discretion believes violates any of the terms and conditions in this agreement. Host shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Host has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Host reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

21. ECPA Notice

Host reserves the right to monitor any and all communications through or with our facilities. User agrees that Host is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

22. Identification Information

User agrees that you as the person legally responsible for use of this account, are at least 18 years of age. User agrees to supply Host with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. User also agrees that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

23. No Interference with Operating System

User agrees not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. User further agrees not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. User agrees to follow the Acceptable Use Policy of any network or service you connect to.

User agrees to adhere to system policies as published online by Host, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Host. User agrees to abide by any and all future Host policy decisions.

24. Security

User agrees that the security of User account is solely the Users own responsibility. You further agree that if you believe the security of the account has been compromised in any way, you will notify Host immediately by telephone at 440-232-3846. User shall be held fully responsible for any misuse or compromise to your account for which Host is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Host has the right to suspend access to the account pending an investigation and resolution. You also agree that Host has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

25. Backup of Data

Use of the service is at the Users sole risk. Host is not responsible for files and data residing on the account. User agrees to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Host servers.

26. Transmittal of Materials

User agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of Host or any other service with reference to services obtained through Host, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, Host, or any other party or parties resulting from any such conduct.

27. Prior Agreements

This agreement supersedes any written, electronic, or oral communication you may have had with Host or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

28. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

29. Agreement

The act of User providing Host any payment from a Host provided invoice and Host accepting payment is acknowledgement of this contract. Payment is defined as the act of the User providing a monetary transaction to the Host and the Host receiving the transaction. This action serves as the authorization and binding compliance between Host, User and this contract. In addition, a signature provided by the User will also bind this contract.

EXHIBIT A: EMAIL HOSTING AGREEMENT

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth a contract arrangement under which Host will provide Email Hosting services ("Shared Email Hosting Services") on behalf of User.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Host and User hereby agree as follows:

1. Terms

Subject to the terms and conditions of this Agreement, Host will provide Shared Email Hosting Services for User subject to the following terms:

a) Length of Service

User agrees to an initial six (30) days or twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by User and shall be determined solely by Host.

b) Service Start Date

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Host receipt of payment for such first term of service or upon a mutually agreed upon alternate date.

c) Renewal by User

This Agreement will automatically renew for successive 30 days (30) or twelve (12) month terms unless canceled in writing by User at least 15 days prior to the end of term renewal date. Renewal prices are subject to change. Renewal of services by User indicates agreement to any contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to User's account.

d) Type of Service

This service agreement provides a shared email server using << Insert Mail Server Type Description >>, and includes Web Mail (email accounts are accessible through a web browser) as well as POP, SMTP, or IMAP protocols for sending and receiving email from a desktop email client. User will share server space with other domains and not have an exclusive right or reservation of the resources and or disk space that the server may have available to it.

e) Limitations of Service

Host is not responsible for training User or User's employees on the use of their respective email clients. Host is not responsible for troubleshooting email problems not directly related to the Shared Email Hosting Services and the Host's equipment, facilities, or servers.

Host is not responsible for maintaining and renewing User's domain name MX records or other DNS-related functions if User's domain name is not hosted by the Host.

Host is not responsible for User's domain being listed on any third-party blacklist or suppression list not under Host's direct control.

Host is not responsible for troubleshooting or correcting any problem with User being able to send or receive email to or from a third party due to blacklists, suppression lists, third party software or firewalls, network security settings or any other factor not directly under Host's control.

2. End-User Pricing and Shared Email Hosting Services Compensation

End-user pricing and Shared Email Hosting Services compensation is outlined on, and is subject to change at the sole discretion of Host.

3. Excessive Use of Services

Host may impose an additional charge or a restriction of services at any time that User's use of the Shared Email Hosting Services imposes a considerable effect on Host resources or system performance. Host shall have sole discretion as to what constitutes excessive use and what activity is considered a violation of either the Host Acceptable Use Policy, or level of service that the User is currently using. Host is responsible for monitoring such excessive use for the account as a whole, and has no responsibility to identify a User's individual end-user, employee, or other agent who may or may not be responsible for the excessive use of services.

4. Proprietary Information

Proprietary information exchanged here under shall be treated as such by User. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. User further agrees to not decompose, disassemble, decode, or reverse engineer any Host program, code, or technology delivered to User or any portion thereof.

5. Censorship

Host will exercise no control whatsoever over the content of the information passing through the network, email, or web site.

6. Warranties

Host makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Host also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by User, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of User. Use of any information obtained by way of Host is at User's own risk, and Host specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Host does not represent guarantees of speed or availability of end-to-end connections. Host expressly limits its damages to User for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Host specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

7. Shared Email Hosting Services Disclaimer

Host is not responsible for the actions of other Users it may place on the Shared Email Hosting Services server or any other resource that the User may use. Host will make every effort to ensure that all Users abide by the Host Acceptable Use Policy ("AUP") and will periodically review User activity in order to ensure compliancy with the AUP.

8. Antivirus, Trojan, and Malicious Code Disclaimer

Host email servers make use of enterprise class antivirus software in order to protect the server and detect virus-infected email messages. Infected email messages will be

handled per Host policy and preferences prior to the User receiving the messages. Additional antivirus options are available and the User may configure these options for inbound and outbound email antivirus scanning in their Shared Email Hosting Services control panel. Due to the nature of virus, trojan, and other malicious code dangers, Host makes no warranty that these features will detect, delete, or otherwise protect User from these dangers. User is responsible for implementing their own internal policies and procedures for opening potentially dangerous attachments, and is encouraged to install antivirus software on all access points or computers using Host Shared Email Hosting Services.

9. Trademarks and Copyrighted Material

User warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

10. Account Deactivation, Termination, or Cancellation

Upon account deactivation, termination, or deletion, all stored files, logs, email messages, attachments, address book entries, mailing lists or other data stored on Host servers will be immediately deleted immediately. Host has no obligation or responsibility to store User's data after User's account has been deactivated or terminated.

11. SPAM/UCE Filtering

SPAM/UCE filtering is provided as a courtesy service to the User and is not warranted to the User for any type of protection. Host may provide a minimum amount of SPAM/UCE filtering to the User to assist in the elimination of undesired commercial email, reduce network traffic and system processing. Host is not responsible for any data loss, false positives or quarantined messages. It is the User's responsibility to maintain all email messages. Host has the right to manage the SPAM/UCE filter according to management direction. Host May keep to two (2) weeks or less of quarantined messages on a User's account within the SPAM/UCE filtering system.

EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when your account is in good financial standing.

1. Downtime

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least twenty-four (24) hours during which access to your website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of our reasonable control, (ii) problems resulting from any actions or inactions by you or any third party, (iii) problems resulting from your equipment and/or third party equipment not within our sole control, or (iv) network unavailability during scheduled maintenance of our network and/or web servers.
- b. Any regularly scheduled maintenance maybe performed at any time. We work to ensure the functioning of all web servers through monitoring by our staff.
- c. Services provided by the Host and are not guaranteed to be available during Downtime or system maintenance.
- d. Services may be monitored but are not guaranteed after posted business days/hours.
- e. In the event of Service Downtime, service restoration time will be provided to the User.
- f. Support services are not guaranteed to be performed after posted business days/hours.
- g. If Downtime exceeds two (2) Units of Downtime in any calendar month, we will, notify the User of the Downtime and work to restore service as soon as possible within our means.
- h. No credit will be given to the User for any Unit of Downtime
- i. Host reserves the right to perform emergency maintenance on the systems that comprise the hosted services at any given time. User agrees and recognizes that the maintenance may and can cause interference, data loss and service Downtime.

2. Technical Support

- a. A member of our technical support help desk staff will be available to assist you with problems and questions regarding the hosting services. We will supply telephone and/or email support to you regarding the hosting services between the hours of 9:00 AM (Eastern) and 5:00 PM.
 - b. You may contact our technical support help desk via email at support@devore.com, or by telephone at 1-440-232-3846. We may, from time to time, develop additional methods for you to contact the help desk, and will make information regarding such methods available at our website.
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EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY

This Acceptable Use Policy sets forth guidelines relating to the types of content that you may upload to the web servers under your agreement with DeVore Technologies, Inc. for web hosting services (the "Services"). DeVore Technologies, Inc. may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. DeVore Technologies, Inc. will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Your violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your account or other actions as detailed in the Web Hosting Agreement.

1. Acceptable Use

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sex, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures Host or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- i. Reselling the Services without the prior written authorization of Host.
- j. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

2. Reporting of Violations of This Acceptable Use Policy

Host requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@devore.com.

3. Revisions to This Acceptable Use Policy
Host may revise, amend or modify this Acceptable Use Policy at any time and in any manner.