

## ACCEPTABLE USE POLICY

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### 1. Introduction

This Acceptable Use Policy (AUP) sets forth the principles that govern the use by customers of the Web-based products and services provided by Peakey Enterprise LLC. This AUP is designed to help protect our customers, and the Internet community, from irresponsible, abusive or illegal activities.

### 2. General Violations

This AUP identifies the actions that Peakey Enterprise LLC considers to be Prohibited Actions (meaning those actions which create denial of access or impediment of service).

#### A. General Terms and Conditions of Use

- Copying/duplicating the Licensed Product or creating subsets or derivative databases from the Database, except for personal use only.
- Assigning, selling or passing along the Licensed Product.
- Publishing or otherwise disseminating the Licensed Product or creating subsets or derivative databases from the Database for commercial use or sale.
- Providing services for a fee using the Licensed Product or any subsets or derivatives thereof.
- Allowing data from the Licensed Product to be made available to others or downloading the Licensed Product onto any electronic storage media or distributing or transferring the Database or Search Results in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of others.
- Unauthorized distribution of passwords and/or access codes is strictly prohibited.

B. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.

C. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.

D. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

E. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

F. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

- G. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous autoresponders / remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in order to avoid spam email address collectors is allowed.
- H. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use Komodo Services or the Internet. This includes "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. It is the Licensee's responsibility to ensure that their network is configured in a secure manner. A Licensee may not, through action or inaction, allow others to use their services for illegal or inappropriate actions. A Licensee may not permit their services, through action or inaction, to be configured in such a way that gives a third party the capability to use their services in an illegal or inappropriate manner.
- I. Unsolicited commercial email / Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- J. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Peakey Enterprise LLC's 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.
- K. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

L. Proxy Hunters, Spiders, Robots

1. Using any program / script / command, or sending messages of any kind, designed to interfere with Komodo Services, by any means, locally or by the Internet.

M. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

N. Reselling the services. Reselling the Services without Peakey Enterprise LLC's authorization.

### 3. Enforcement

Peakey Enterprise LLC reserves the right to monitor Internet access to the Komodo services by authorized User(s)/Licensee(s), as part of the normal course of its business practice. Should Peakey Enterprise LLC discover User(s) engaged in Prohibited Actions as outlined above, which create denial of access or impediment of service, and which adversely affect Peakey Enterprise LLC's ability to provide services, Peakey Enterprise LLC reserves the right to temporarily suspend User/Licensee access to the Komodo Host Server and/or Database. Peakey Enterprise LLC shall make written/electronic notification to User or Licensee point of contact of any temporary suspension, and the cause thereof, as soon as reasonably possible. This temporary suspension will remain in effect until the Prohibited Actions have ceased.

### 4. REVISIONS TO THIS ACCEPTABLE USE POLICY

Peakey Enterprise LLC reserves the right to revise, amend, or modify this AUP or any other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Komodo Service.

I have read, understand and agree to abide by this acceptable use policy.

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Website Owner

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Date