

Acceptable Use Policy Governing Email Services

ePageCity, Inc.'s ("ePageCity") Acceptable Use Policy ("AUP") is intended to help enhance the use of email by preventing unacceptable use. All users of ePageCity's email services (the "Services") must comply with this AUP.

ePageCity may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of your access to the Services. This AUP should be read in conjunction with our User Agreement.

ePageCity is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily, at ePageCity's sole discretion.

ePageCity may, but is not required to monitor your compliance, or the compliance of other users of the Service, with the terms, conditions or policies of this AUP.

1. Violations of ePageCity's AUP

The following constitute violations of this AUP:

- (a) Illegal use. Using the Services to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- (b) Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- (c) Threats. Using the Services to transmit any material that threatens or encourages bodily harm or destruction of property.
- (d) Harassment. Using the Services to transmit any material that harasses another.
- (e) 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. The propagation of chain letters is prohibited, whether or not the recipient wishes to receive such mailings.
- (f) 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 remailers or nicknames does not constitute impersonation.
- (g) 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. ePageCity considers the transmission of the same or similar email to 50 or more recipients during a 24 hour period to be excessive and a violation of the AUP whether the recipients have opted in to receive such email or not. ePageCity servers are configured to restrict the continuous transmission of email within a short period of time. This configuration may be altered at the discretion of ePageCity in a manner consistent to the use accepted for the restriction of potential abuse of the ePageCity Services.
- (h) Copyright or trademark infringement. Using the Services to transmit 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 of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- (i) Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

(j) Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use ePageCity 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. A user of the Services may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A user of the Services may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

(k) Use of the Services to receive email from multiple recipients that has been transmitted using another email account or has been transmitted using the SMTP transmission services of another provider. The use of the Services for such receipt of email will be treated as bulk email. ePageCity considers the receipt of more than 50 email responses, from the transmission of an email requesting responses, during a 24 hour period to be excessive and a violation of the AUP.

(l) The deliberate use of the Services to attract email that is designated by the ePageCity email servers as bulk or spam email will result in a violation of the AUP. ePageCity retains the option of deleting any email received on the ePageCity email servers that has been marked by the said servers as bulk or spam. The marking of an email as spam or bulk will be done in accordance with regular and accepted internet policy governing the marking or flagging of such messages. Users of the Service can opt out of such deletion, but need to do so in writing to ePageCity with explicit mention of the opting out of having spam or bulk emails deleted prior to delivery.

2. Reporting Violations of ePageCity's AUP

ePageCity requests that anyone who believes that there is a violation of this AUP direct the information to eMail Service Abuse Department, at: webmaster@epagecity.com.

If available, please provide the following information:

- * The IP address used to commit the alleged violation
- * The date and time of the alleged violation, including the time zone or offset from GMT
- * Evidence of the alleged violation

Email with full header information provides all of the above. Other situations will require different methods of providing the above information.

ePageCity may take any one or more of the following actions in response to complaints:

- * issue warnings: written or verbal
- * suspend the account of the user of the Services
- * terminate the account of the user of the Services
- * bill the user of the Services for administrative costs and/or reactivation charges
- * bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

3. Revisions to ePageCity's AUP

ePageCity reserves the right to revise, amend, or modify this AUP, our 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 User Agreement

DATED: February 7, 2006