

GARNETBLUE ACCETABLE USE POLICY

This Acceptable Use Policy (AUP) is applicable to all subscribers of GarnetBlue LLC on the Internet, including business customers, web hosting users, and any other individuals or entities who transit or use the GarnetBlue network or resources. GarnetBlue retains the authority to modify this AUP at any time, with such modifications being effective upon public posting.

Kindly ensure that you carefully read the entire page, including your contract or Terms and Conditions, where applicable. Should you have any inquiries, please feel free to contact us via email at info@garnetblue.co or by calling our business office at 952-214-0208 within standard business hours.

IMPORTANT NOTE: GarnetBlue LLC reserves the right to terminate services or deny access to individuals who violate our policies, or the terms and conditions outlined on this page, WITHOUT PRIOR NOTICE. By signing our Account Set-up Form or utilizing our service, customers of GarnetBlue acknowledge and agree to these Terms and Conditions, among others. If, for any reason, you disagree with the Policies or Terms and Conditions presented on this page, we kindly ask you to CEASE USING YOUR ACCOUNT OR SERVICE IMMEDIATELY and contact GarnetBlue during regular business hours at 952-214-0208.

Clients of GarnetBlue explicitly consent to receive diverse forms of communications from the aforementioned organizations upon entering into a contract for any of the specified services, such as Website Hosting, Domain Management, Web Design, Digital Marketing, or any other mutually agreed upon service. These forms of communication encompass, but are not restricted to, US Mail, telephone, mobile phone, text messages, and email communications.

GarnetBlue has the right to discontinue any service at any time for any reason with or without notification. Upon notification or termination of the service it is the customer's responsibility to set up, migrate, save all data, etc. and transfer to another service provider. GarnetBlue also has the right to change all prices and/or term lengths without prior notice. Customers will receive a new invoice with the new pricing for their next billing cycle/term.

Please find below the detailed information regarding GarnetBlue's policy regarding mass email mailings, multiple Usenet News postings, and other forms of unsolicited communications, commonly referred to as SPAM.

The Internet user community expresses its disapproval of receiving unsolicited email from any source. This type of unsolicited email is commonly known as "SPAM". Furthermore, the community considers it unwelcome to repeatedly post the same information in numerous Usenet Newsgroups, as well as to advertise in most of the Usenet Newsgroups.

If you are receiving spam, you may consider implementing filters on your email or news reader to reduce the unwanted occurrence. GarnetBlue's third-party engineering and network operations center have made efforts to mitigate the influx of spam on our email and news systems. Unfortunately, complete eradication of spam is technically impossible, and legislation regarding unsolicited emails is still in the early stages. The most effective response to spam is to delete the offending message and refrain from engaging in any retaliatory actions. Retaliating against spammers will only exacerbate the situation and may lead to illegal consequences, causing harm to GarnetBlue, and other third-party networks or systems.

SPECIFICALLY:

- GarnetBlue LLC strictly prohibits the hosting of compromised or infected websites on our servers. The presence of such websites can adversely affect both our clients' websites and the server's performance. It is the customers' responsibility to engage our services or seek assistance from another party to promptly remove all infected files. If the infected files cannot be removed or cleaned due to reasons such as age or other circumstances, customers have the option to upgrade to a newer website or relocate their website to another provider. Please note that GarnetBlue cannot be held responsible for any loss of data or downtime.
- GarnetBlue strictly prohibits the use of our network resources for sending unsolicited emails or mass-emails via GarnetBlue's mail servers. This applies to all individuals or groups of users, particularly those who have not expressed their consent to receive such communications.
- GarnetBlue do not offer training, walk-throughs, or lessons for updating and maintaining customer websites. Upon the websites being made live, GarnetBlue will provide the website login details, along with basic instructions on how to use it. Additionally, a maintenance plan may be offered to customers by GarnetBlue for an additional fee.
- GarnetBlue expressly prohibits the use of our systems for RELAY by individuals or networks outside of GarnetBlue's customer base.
- GarnetBlue strictly prohibits customers from utilizing third-party mail servers to relay any form of email without obtaining explicit consent from the respective provider.
- GarnetBlue restricts customers or connections from other networks from excessively consuming resources from our systems.
- GarnetBlue explicitly prohibits the use of our systems for any illegal activities.

ALL GarnetBlue LLC directly connected online accounts and customer websites may not be used for mass emailing purposes with GarnetBlue's mail servers. Mass emailing refers to sending any number of messages to random email addresses or managing any mailing list, regardless of the recipients' consent. To inquire about running a responsible mailing list, please contact GarnetBlue at 952-214-0208 for information on the optional service. In the event of a violation of the mentioned terms using GarnetBlue's mail servers, GarnetBlue reserves the right to suspend the customer's account immediately without prior notice or warning.

BILLING POLICIES

THERE WILL BE NO REFUNDS FOR ANY UNUSED PORTIONS. PAYMENT FOR YOUR INVOICE CAN BE MADE BY CHECK. ALTERNATIVELY, IF WE DO NOT RECEIVE NOTICE OF CANCELLATION, WE WILL CHARGE YOUR CREDIT OR DEBIT CARD ON THE DUE DATE IF IT IS ON FILE, OR BILL YOU FOR AN ADDITIONAL BILLING TERM. PLEASE NOTE THAT GARNETBLUE LLC ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGES RESULTING FROM SERVICE INTERRUPTION FOR ANY REASON.

At the time of cancellation, a unique cancellation number will be provided.

By connecting to GarnetBlue, you hereby acknowledge and agree to comply with all the terms and conditions outlined in GarnetBlue's written materials such as brochures, marketing literature, installation guidelines or instructions, web pages, and other related materials.

Domain Name Registration: GarnetBlue LLC offers new clients one year of paid Domain Registration. Following the initial year, the renewal rate is \$29.95 annually. It is the responsibility of clients to maintain an active Domain Name, which can be easily managed through myportal.garnetblue.co. Clients also have the option of enabling auto-renewal by keeping an active charge card on file with GarnetBlue. Managing auto-renewal, credit/debit card updates, and Domain management can be done via myportal.garnetblue.co, contacting 952-214-0208, or by sending an email to billing@garnetblue.co.

GENERAL POLICIES

CONTENT/MATERIAL CONTAINED WITHIN HOSTED WEBSITES: GarnetBlue LLC have a strict policy against hosting web sites, co-location servers, or the devices within our co-location network that contain adult content. This includes, but is not limited to, content portraying sexual situations, erotic pictures, or materials encouraging commerce related to such content. We reserve the right to refuse service to individuals or corporations if we determine that their proposed or published

content violates our Acceptable Use Policy (AUP). Furthermore, we retain the right to suspend or terminate any account without notice if it is found to have violated our AUP in any manner.

USAGE OF ACCOUNT: The usage of your account is strictly limited to your own personal and exclusive use. It is strictly prohibited to have multiple simultaneous logins using the same account. In addition to the prohibition on sharing your account with others, please also consider that you will be held responsible for any unauthorized charges incurred by individuals whom you have allowed to access your account. Therefore, it is of utmost importance that you diligently safeguard your account and password, treating them as you would any other personal resource such as your telephone or credit card number.

USAGE OF RESOURCES: **Please ensure responsible consumption of resources on our system, as no communications system possesses infinite resources.** The Resource Usage policy pertains to all GarnetBlue resources utilized by our valued customers, including the dimensions of your email storage. **Should you consume an excessive amount of resources on our system, we reserve the right to suspend your access without prior notice.**

CENSORSHIP POLICY: GarnetBlue LLC strictly adheres to a no-censorship principle, except in cases where the transmitted information is illegal or used for fraudulent purposes. An example of this is evident in the exclusion of "warez" and "crack" Usenet news groups from our systems. (GarnetBlue LLC does not support or host the warez or crack groups).

UTILIZATION: The usage of GarnetBlue's network for the purpose of advertising, displaying, posting, storing, transmitting, or otherwise promoting any form of unlawful activity is strictly prohibited. GarnetBlue will fully cooperate with law enforcement agencies in all related investigations. Moreover, GarnetBlue strictly forbids the hosting of websites with pornographic content or links to such material. Additionally, spamming is strictly forbidden on our network.

ILLEGAL USAGE: The utilization of GarnetBlue's network of information services is restricted to lawful purposes. Transmission of any content that violates federal, state, or local regulations is strictly prohibited. This encompasses copyrighted material, material that is deemed to be threatening or obscene, or material safeguarded by trade secret.

EMAIL TRANSMISSION/DELIVERY: GarnetBlue LLC shall not be held responsible or liable for any email loss or delay incurred while utilizing GarnetBlue's email system. Furthermore, GarnetBlue shall not be responsible or liable for any lost or delayed contact form submissions. It is the customer's responsibility to periodically verify the proper functioning of their email and website forms, including employment application forms, etc. GarnetBlue strictly prohibits the storage of mail on its servers, and it is incumbent upon the user to ensure that their email program is configured accurately to download emails. Additionally, users are responsible for setting up all mail accounts associated with the domain name or verifying their proper configuration on their computer. GarnetBlue cannot be held responsible for any third parties impeding the delivery of

emails to or from GarnetBlue's servers. On certain occasions, GarnetBlue may offer or permit email hosting without a website hosting agreement.

EMAIL ACCOUNT STORAGE: It is the customer's responsibility to securely store any desired email messages. While the temporary storage for incoming emails at GarnetBlue LLC is generous, it is not limitless. Under normal use, most customers will not exceed the storage limits. However, excessively large temporary email boxes can lead to resource usage issues and violations of our Acceptable Use Policy (AUP). To prevent this, customers are prohibited from using GarnetBlue's email servers for long-term or permanent storage. Our customer support team at GarnetBlue can assist you in configuring your email client to store messages locally on your computer instead of on our servers. For more information, please contact us at 952-214-2080. If your email box becomes too large, you will receive an automatic message asking you to clean up (move or delete old mail). Again, GarnetBlue's customer service can guide you through this simple procedure. Failure to address the warning message will result in a suspension of email delivery to your account until you reduce the size of your email box.

- **How much storage is permitted?** Each email account is allocated a minimum of 5 Mb, which is abundant for all regular usage. The email system is intentionally designed to occasionally grant temporary exceptions to surpass this limit for brief durations. As long as you regularly manage and declutter your email inbox, storage issues will never arise. PLEASE NOTE: The size of your email box is a resource governed by the Usage of Resources policy, located above.

NOTE: The email box size is considered a resource and is subject to the Usage of Resource policy outlined above.

SECURITY PROCEDURES: GarnetBlue diligently and automatically monitors all of our systems to detect any efforts aimed at breaching the security of our organization or our customers. This includes any attempts to access systems or resources that are not available for customer use or access, commonly referred to as "hacking". Any unauthorized access or modification of computer system information, or interference with normal system operations, whether it be on GarnetBlue's equipment, or any computer system or network accessed through our services, will result in immediate and permanent account cancellation. Moreover, it may also result in legal actions being taken against you.

- **ANY INDIVIDUAL DISCOVERED INVOLVED IN UNAUTHORIZED ACCESS OR ATTEMPTING UNAUTHORIZED ACCESS TO GARNETBLUE OR GARNETBLUE CLIENT EQUIPMENT WILL FACE IMMEDIATE ACCOUNT TERMINATION, AND THE INCIDENT WILL BE PROMPTLY REPORTED TO THE AUTHORITIES.**

- **ANY UNAUTHORIZED ACCESS OR ATTEMPTS TO GAIN UNAUTHORIZED ACCESS FROM THE GARNETBLUE CORPORATE CLIENT NETWORKS WILL BE REPORTED TO THE RESPECTIVE CORPORATE CLIENT. CORPORATE CLIENTS ARE EXPECTED TO TERMINATE SUCH ACCESS OR ATTEMPTS IMMEDIATELY, ACTING IN GOOD FAITH. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CORPORATE ACCOUNT AND REPORTING OF THE INCIDENT(S) TO THE APPROPRIATE AUTHORITIES.**

USER DISSEMINATED CONTENT: By utilizing the Internet for transmitting information, whether via email, personal web pages, or any other service, you bear sole responsibility for the content. It is imperative that you ensure that you do not violate the copyright, intellectual property, patent, trademark, or any other proprietary rights of third parties, nor infringe upon their rights of privacy or publicity. Furthermore, it is essential that you comply with all applicable laws, statutes, ordinances, and regulations. Your transmissions must not contain defamatory, trade libelous, unlawfully threatening, or unlawfully harassing content. Moreover, ensure that the information you transmit does not violate any Federal, State, or Local laws and does not intentionally include viruses, cancelbots, Trojan horses, worms, or any other computer programming routines with the intent of damaging, detrimentally interfering with, surreptitiously intercepting, or expropriating any system, data, or personal information.

AGREEMENT FOR THE USE OF THIRD-PARTY SERVICES: Certain packages offered by GarnetBlue LLC make use of third-party platforms and services. By availing these packages, clients consent to allowing GarnetBlue to provide the necessary information to the third party in order to fulfill the agreed-upon service requirements. This information may include, but is not limited to, the company name, address, origination date, registrants' full name, address, birth date, credit card details, business documentation, and more.

It is important to note that GarnetBlue have no control over the ability or willingness of the third party to issue refunds for any scenario, such as service cancellations, overdrawn accounts, transactions exceeding budget, unsatisfactory results, or any other purchases charged by the third-party platform using the authorized payment method.

Clients should understand that GarnetBlue strives to implement the mutually agreed-upon/stipulatory service using the platform and features provided by the third party and is not capable of modifying the third party's terms of service agreement, privacy policy, or acceptable use policy.

PERFORMANCE OF THE WEBSITE: All websites created and hosted by GarnetBlue are enhanced for optimal load time upon launch. Throughout the development process, we implement suitable

plugins and technical methodologies to ensure maximum site speed. The websites designed by GarnetBlue consistently perform within or exceed the industry standard for WordPress sites that is widely accepted and recognized. It is important to note that GarnetBlue cannot be held liable for any losses or damages resulting from intermittent downtime due to errors, omissions, customer errors, non-payment, server tweaks, reboots, updates, and so forth. It is our objective to maintain an uptime performance of 95%, which typically exceeds the industry average.

WEBSITE DESIGN & DEVELOPMENT PROJECTS: The duration of the project must not exceed nine months from the date of purchase. Any content or changes received after the completion of the go-live or end of the term may incur additional design fees.

PRIVACY OF INFORMATION: Every effort is made to maintain the privacy of information exchanged between our systems and customers. However, it is advisable to consider that transmitted or received information may not be private. GarnetBlue LLC does not actively monitor or record ordinary system usage. Nevertheless, in compliance with legal requirements, GarnetBlue will fully cooperate with authorities in the investigation of illegal activities and willingly provide logs and records upon receipt of appropriate orders or subpoenas. It is pertinent to note that the Electronic Communications Act of 1986 and the Telecommunications Act of 1998 contain significant privacy and confidentiality provisions.

SALE OF CUSTOMER INFORMATION: GarnetBlue LLC expressly state that we do not engage in the sale or transfer of any customer information to third parties for marketing or direct sales purposes. However, in the occurrence of security or credit-related issues, GarnetBlue may collaborate with other Internet and communications service providers and disclose customer information to those parties.

RESPONSIBLE UTILIZATION: We do not exert authority or influence over the content that flows through our systems; our role is solely to provide access. It is imperative for you to assume responsibility for your actions on our system and those related to the systems you access through us. You must adhere to the appropriate rules and Acceptable Usage Policies associated with the systems you utilize. If you come across offensive information on any system, it is your responsibility to avoid it. Furthermore, you must take ownership of the statements you make in chats, emails, Usenet newsgroups, and discussion forums. Any violations of GarnetBlue's usage policies or any actions that place our systems or other network systems at risk – whether deliberate or accidental – may result in the suspension of your access without prior notice. The determination of whether any abuse or violations have occurred rests ultimately with GarnetBlue management.

CONNECTED NETWORKS FOR CUSTOMERS: GarnetBlue requests directly connected customers, who are digitally linked to their network, to establish appropriate policies for their network users. In all instances, GarnetBlue retains the authority to disconnect any customer connection that excessively consumes resources from the GarnetBlue network. GarnetBlue's cyber security department, reachable at security@garnetblue.co, will collaborate with customers to implement procedures that mitigate the potential for resource abuse.

COMMUNICATIONS CONSENT: GarnetBlue clients consent to receiving diverse forms of communication from GarnetBlue upon entering a contract for any of the following services: Website Hosting, Domain Management, Web Design, Digital Marketing, or any other agreed-upon service. The modes of communication encompass, but are not restricted to: Mail, phone, text, and email correspondence.

SALE OF BUSINESS / TRANSFER OF BUSINESS OWNERSHIP: The agreement between you and GarnetBlue is non-transferable. In the event of a sale or change in ownership of your business, please ensure that the new owner contacts our billing department if they wish to continue receiving service beyond the original prepaid term. If the new owner requires access to the existing website or any other information, it is your responsibility to provide them with the necessary credentials, such as the username, password, or other required credentials for your website or services.

Additionally, you are responsible for notifying us of any change in ownership so that we can remove any billing information associated with your account and cancel services before they automatically renew.

GarnetBlue fully collaborates with law enforcement officials at the local, state, and federal levels, assisting in the investigation of illicit activities conducted on our systems or those of others.