

Terms of Service

This Web Hosting Agreement is between Sprig Web Solutions LLC, a web hosting provider, formed under the laws of the Commonwealth of Virginia with its principal office at Virginia, and the person whose signs Sprig Web Solutions LLC's Service Order and/or Set Up Form incorporating this Agreement acting on their own behalf, or as an authorized agent representing another party, and referred to throughout this Agreement as "Customer". This Agreement governs Customer use of Sprig Web Solutions LLC's Web hosting service.

1. Services.

Subject to the terms of this Agreement, and contingent on Customer's satisfaction of Sprig Web Solutions LLC's credit approval requirements, Sprig Web Solutions LLC agrees to provide the web hosting services described in the Order for the fees stated in the Order. Sprig Web Solutions LLC is not responsible for pricing, typographical, or other errors in any offer by Sprig Web Solutions LLC and reserves the right to cancel any orders resulting from such errors. Sprig Web Solutions LLC may invoice or credit customers to correct such orders instead of terminating the order.

2. Terms.

The initial service term of the Agreement shall begin on the date that Sprig Web Solutions LLC generates an e-mail message to Customer announcing the activation of the Customer's account and shall continue for the number of months stated in the Order. Upon expiration of the Initial Term, this Agreement shall automatically renew unless Sprig Web Solutions LLC or Customer provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term."

3. Payments.

(a) Fees. Fees are payable in advance or the first day of each billing cycle. Customer's billing cycle shall be monthly, quarterly, semi-annually, or annually as indicated on the Service Order, beginning on the Service Commencement Date. Sprig Web Solutions LLC may require payment for the first billing cycle before beginning service. If the Service Order provides for credit/debit card billing, Customer authorizes Sprig Web Solutions LLC to bill subsequent fees to the credit/debit card on or after the first day of each successive billing cycle during the Term of this Agreement; otherwise Sprig Web Solutions LLC will invoice Customer via electronic mail to the Primary Customer Contact listed on the Order. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due on the 14th day following invoice date, but in no event earlier than the first day of each billing cycle.

(b) Fee Increases. Sprig Web Solutions LLC may increase its fees for services and/or hosting plans effective the first day of a Renewal Term by giving notice to Customer of the new fees at least thirty (30) days prior to the beginning of the Renewal Term. Notice of new fees will be posted on the Sprig Web Solutions website. No further notice of fee increase is required. If Customer does not give a notice of non-renewal as provided in Section 2 above, the Customer shall be deemed to have accepted the new fee for that Renewal Term and any subsequent Renewal Terms (unless the fees are increased in the same manner for a subsequent Renewal Term).

(c) Taxes. At Sprig Web Solutions LLC's request Customer shall remit to Sprig Web Solutions LLC all sales, VAT or similar tax imposed on the provision of the services (but not in the nature of an income tax on Sprig Web Solutions LLC), regardless of whether Sprig Web Solutions LLC fails to collect the tax at the time the related services are provided.

(d) Early Termination. Customer acknowledges that the amount of the fee for the service is based on Customer's agreement to pay the fee for the entire Initial Term, or Renewal Term, as applicable. In the event Sprig Web Solutions LLC terminates the Agreement for Customer's breach of the Agreement in accordance with Section 9 (Termination), or Customer terminates the service other than in accordance with Section 9 (Termination) for Sprig Web Solutions LLC's breach, the unpaid fees for each billing cycle remaining in the Initial Term or then-current Renewal Term, as applicable, are due on the business day following termination of the Agreement.

(e) Cancellations. To properly cancel an account, the customer must login to the billing area and request a cancellation. If the client does not properly request a cancellation, Sprig Web Solutions LLC can continue to bill the customer for services, whether the customer uses it or not. For more information and steps on how to request a cancellation, visit the article in our Knowledgebase.

4. Law/Acceptable Use Policy.

Customer agrees to use the service in compliance with applicable law and Sprig Web Solutions LLC's Acceptable Use Policy posted at <http://sprigwebsolutions/TOS.html> (the "AUP"), which is hereby incorporated by reference in this Agreement. Customer agrees that Sprig Web Solutions LLC may, in its reasonable commercial judgment consistent with industry standards, amend the AUP periodically with restrictions and conditions on Customer's use of the Services. Amendments to the AUP are effective on the earlier of Sprig Web Solutions LLC's notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. Customer agrees to cooperate with Sprig Web Solutions LLC's reasonable investigation of any suspected violation of the AUP. In the event of a

dispute between Sprig Web Solutions LLC and Customer regarding the interpretation of the AUP, Sprig Web Solutions LLC's commercially reasonable interpretation of the AUP shall govern.

5. Customer Information.

Customer represents and warrants to Sprig Web Solutions LLC that all information provided to Sprig Web Solutions LLC for purposes of establishing and maintaining the service is accurate. If Customer is an individual, Customer represents and warrants to Sprig Web Solutions LLC that he or she is at least 18 years of age. Sprig Web Solutions LLC may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

6 Indemnification.

Customer agrees to indemnify and hold harmless Sprig Web Solutions LLC, Sprig Web Solutions LLC's affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

7. Disclaimer of Warranties.

SPRIG WEB SOLUTIONS LLC DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW SPRIG WEB SOLUTIONS LLC DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

8. Limitation of Damages.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF SPRIG WEB SOLUTIONS LLC AND ANY OF ITS

EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR THREE MONTHS OF SERVICE.

9. Suspension/Termination.

(a) Suspension of Service. Customer agrees that Sprig Web Solutions LLC may suspend services to Customer without notice and without liability if: (i) Sprig Web Solutions LLC reasonably believes that the services are being used in violation of the AUP; (ii) Customer fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) Sprig Web Solutions LLC reasonably believes that the suspension of service is necessary to protect its network or its other customers, or (iv) as requested by a law enforcement or regulatory agency. Customer shall pay Sprig Web Solutions LLC's a reinstatement fee of one hundred (\$100) dollars if service is reinstated following a suspension of service under this subsection.

(b) Termination. The Agreement may be terminated by Customer prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if Sprig Web Solutions LLC fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail. The Agreement may be terminated by Sprig Web Solutions LLC prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability as follows: (i) upon ten (10) days notice if Customer is overdue on the payment of any amount due under the Agreement; (ii) Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within thirty (10) days of a written notice from Sprig Web Solutions LLC describing the violation in reasonable detail; (iii) upon one (1) days notice if Customer's Service is used in violation of a material term of the AUP more than once, or (iv) upon one (1) days notice if Customer violates Section 5 (Customer Information) of this Agreement. Either party may terminate this agreement upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

(c) Refunds. Refunds are to be discussed with Sprig Web Solutions LLC. The customer cannot place a chargeback or dispute in Paypal or other methods of payments. If the customer violates this agreement, Sprig Web Solutions LLC is allowed to fine the customer with an amount of up to the amount due by the client for the next 2 billing cycles, or a flat fee of \$200. If the client can prove a valid reason for a refund, or if Sprig Web Solutions LLC defaults on a guarantee, the client will be entitled for the

current billing cycle refund only, or a partial refund. Any prior payments will not be refunded.

10. Requests for Customer Information.

Customer agrees that Sprig Web Solutions LLC may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or any of Customer's customers or end users that Sprig Web Solutions LLC believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

11. Back Up Copy.

Customer agrees to maintain a current copy of all content hosted by Sprig Web Solutions LLC notwithstanding any agreement by Sprig Web Solutions LLC to provide backup services.

12. Changes to Sprig Web Solutions LLC's Network.

Upgrades and other changes in Sprig Web Solutions LLC's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Customer's hosted content and/or applications. Sprig Web Solutions LLC reserves the right to change its network in its commercially reasonable discretion, and Sprig Web Solutions LLC shall not be liable for any resulting harm to Customer.

13. Notices.

Notices to Sprig Web Solutions LLC under the Agreement shall be given via electronic mail to the e-mail address posted on <http://www.sprigwebsolutions.com/contact>. Notices to Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Customer may change the notice address through a notice given in accordance with this Section.

14. Force Majeure.

Sprig Web Solutions LLC shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond Sprig Web Solutions LLC's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

15. Governing Law/Disputes.

The Agreement shall be governed by the laws of the Commonwealth of Virginia, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of or relating to this agreement shall be the state and federal courts in Richmond, VA and each party agrees not to dispute such personal jurisdiction and waives all objections thereto.

16. Miscellaneous.

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority. This Agreement may be amended only by a formal written agreement signed by both parties. The terms on Customer's Service Order or other business forms are not binding on Sprig Web Solutions LLC unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement. Customer may not transfer the Agreement without Sprig Web Solutions LLC's prior written consent. Sprig Web Solutions LLC's approval for assignment is contingent on the assignee meeting Sprig Web Solutions LLC's credit approval criteria. Sprig Web Solutions LLC may assign the Agreement in whole or in part.

This Agreement together with the Service Order and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral.

Sprig Web Solutions LLC reserves the right to revise its policies at any time without notice.

Acceptable Use Policy

This Acceptable Use Policy (AUP) governs the use of Sprig Web Solutions LLC's web hosting service. Violation of this AUP may result in suspension or termination of service. In the event of a dispute between you and Sprig Web Solutions LLC regarding the interpretation of this AUP, Sprig Web Solutions LLC's interpretation, in its reasonable commercial judgment, shall govern. For questions regarding this AUP, contact Sprig Web Solutions LLC.

1. Offensive Content

You may not publish or transmit via Sprig Web Solutions LLC's hosting/e-mail service any content that Sprig Web Solutions LLC reasonably believes:

- constitutes pornography; This includes sites that may infer sexual content, display nudity, or link to adult content elsewhere or any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair/deceptive under the consumer protection laws of any jurisdiction, including chain letters & pyramid schemes;
- is defamatory or violates an individual's privacy or security;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person or entity;
- is intended to assist others in defeating technical copyright protections;
- clearly infringes on another person or entity's trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, terrorism; or illegal narcotics or arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to Customer or to Sprig Web Solutions LLC; or
- is otherwise malicious, fraudulent, or may result in retaliation against Sprig Web Solutions LLC by offended viewers.

Content "published or transmitted" via Sprig Web Solutions LLC's service includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on any Internet service provided by Sprig Web Solutions LLC.

2. Security

You must take reasonable security precautions. You must protect the confidentiality of your password, and you should change your password periodically.

3. Bulk Commercial E-mail

Sprig Web Solutions LLC prohibits any use of the service associated with the transmission, distribution, or delivery of any unsolicited bulk or unsolicited commercial e-mail ("spam"). You may not use the service to send spam. You also may not deliver spam or cause spam to be delivered to any service, web site, or customer.

You must obtain Sprig Web Solutions LLC's advance approval for any bulk commercial e-mail, which will not be given unless you are able to demonstrate compliance with all requirements contained in this section.

Legal Compliance Requirements:

All commercial e-mail activity MUST comply with the CAN-SPAM Act. These can be found at:

<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm> .

1. Don't use false or misleading header information. Your "From," "To," "Reply-To," and routing information – including the originating domain name and e-mail address – must be accurate and identify the person or business who initiated the message.
2. Don't use deceptive subject lines. The subject line must accurately reflect the content of the message.
3. Identify the message clearly as an advertisement.
4. Tell recipients where you're located. Your message must include your valid physical postal address. This can be your current street address, a post office box you've registered with the U.S. Postal Service, or a private mailbox you've registered with a commercial mail receiving agency established under Postal Service regulations.

5. Tell recipients how to opt out of receiving future e-mail from you. Your message must include a clear and conspicuous explanation of how the recipient can opt out of getting e-mail from you in the future. Craft the notice in a way that's easy for an ordinary person to recognize, read, and understand. Creative use of type size, color, and location can improve clarity. Give a return e-mail address or another easy Internet-based way to allow people to communicate their choice to you. You may create a menu to allow a recipient to opt out of certain types of messages, but you must include the option to stop all commercial messages from you. Make sure your spam filter doesn't block these opt-out requests.
6. Honor opt-out requests promptly. Any opt-out mechanism you offer must be able to process opt-out requests for at least 30 days after you send your message. You must honor a recipient's opt-out request within 10 business days. You can't charge a fee, require the recipient to give you any personally identifying information beyond an e-mail address, or make the recipient take any step other than sending a reply e-mail or visiting a single page on an Internet website as a condition for honoring an opt-out request. Once people have told you they don't want to receive more messages from you, you can't sell or transfer their e-mail addresses, even in the form of a mailing list. The only exception is that you may transfer the addresses to a company you've hired to help you comply with the CAN-SPAM Act.
7. Monitor what others are doing on your behalf. The law makes clear that even if you hire another company to handle your e-mail marketing, you can't contract away your legal responsibility to comply with the law. Both the company whose product is promoted in the message and the company that actually sends the message may be held legally responsible.

Limits:

There is a 500 outgoing e-mail hourly limit per domain. This limit is also applied towards Mailman. If you send over this amount in any hour, most of the e-mails will bounce back with an undeliverable error. If this occurs, it will then take some time for your account to be able to send again so we recommend waiting at least 1 hour after this issue occurs to begin sending e-mail again.

There is also a limit to the number of Mailman mailing lists permitted as follows (NOTE: This does not apply to other mailing list programs such as PHPList. This only applies to Mailman.)

Mailing Lists Rules:

1. Any time you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 e-mail every 8 seconds. (Sending 1 every 8 seconds would send 450 e-mails within 1

hour, keeping you below the 500 outgoing e-mail limit.) If the mailing list software you're using does not allow you to throttle you must switch to an application or script that will. We recommend PHPList, which can be found in your CPanel under Fantastico.

IMPORTANT: If you do not throttle and you try sending 500 e-mails, the server will try sending all 500 in 1 second which is not possible on our shared servers. This will cause a very high load on the server and the entire server will be sluggish, potentially affecting your sites and service, until this sending process is completed. It is our job to keep the server up and running without being sluggish or experiencing issues. Anyone who causes the server's load to go high will be suspended and the process will be terminated. If you choose not to throttle, you will most likely be suspended for crashing the server.

2. Any mailing list over 900 e-mail addresses is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1AM - 8AM Eastern Standard Time, Monday through Friday.
3. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other e-mail marketing messages by explicitly requesting it and confirming the e-mail address to be their own. Confirmation is usually done by responding to a notification/confirmation e-mail sent to the e-mail address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's e-mail address without their knowledge and against their will. You must retain evidence of the user's consent in a form that may be promptly produced on request, and you honor recipient's and Sprig Web Solutions LLC's requests to produce consent evidence within 72 hours of receipt of the request.

You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of service.

4. Any unsolicited e-mail being sent will result in suspension or termination of service.
6. No direct SMTP mailers are allowed. An example of this would be a Darkmailer or The Bat!. Any mail should be sent through the local mail server/MTA for further delivery by the server and not done directly by scripts.
7. The body of the e-mail must describe how the e-mail address was obtained, for example, "You opted in to receive this e-mail promotion from our Web site or from one of our partner sites," and information on how to request evidence of the consent, for example, "If you would like to learn more about how we received your e-mail address please contact us at [here](#)

8. You must post an abuse e-mail address on the first page of any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address.
9. You must have a Privacy Policy posted for each domain associated with the mailing and have the means to track anonymous complaints.

These policies apply to messages sent using your Sprig Web Solutions LLC service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your Sprig Web Solutions LLC service. In addition, you may not use a third party e-mail service that does not adhere to the standards outlined here.

Sprig Web Solutions LLC may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

4. Unsolicited E-mail

You may not send any unsolicited e-mail, either in bulk or individually, to any person who has indicated that they do not wish to receive it.

There is a 150 per hour e-mail limit per domain.

You must comply with the rules of any other network you access or participate in using your Sprig Web Solutions LLC's services.

5. Material Protected by Copyright

You may not publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
- you are otherwise permitted by established United States copyright law to copy the work in that manner.

Sprig Web Solutions LLC will terminate the service of repeat copyright infringers.

Copyright Infringement Notice (Digital Millennium Copyright Act)

If you believe your copyright is being infringed by a person using the Sprig Web

Solutions LLC network, please send your written notice of copyright infringement to [Abuse](#).

Your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Sprig Web Solutions LLC to locate the material;
- Information reasonably sufficient to permit Sprig Web Solutions LLC to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6. Other

You must have valid and current information on file with your domain name registrar for any domain hosted on the Sprig Web Solutions LLC network.

Also, Sprig Web Solutions LLC does not condone proxy sites or torrent sites on our servers. The reason for not allowing proxy sites is that they often take up excessive CPU resources. Torrent sites often contain illegal material and also take up excessive CPU resources.

You may not use your accounts for storage or backup purposes.

7. Disclaimer

Sprig Web Solutions LLC is under no duty, and does not by this AUP undertake a duty, to monitor or police our customers' activities and disclaims any responsibility for any misuse of the Sprig Web Solutions LLC network.

Inquiries regarding this policy should be directed to Sprig Web Solutions LLC.

8. Internet Abuse

All services provided by Sprig Web Solutions LLC may be used only for lawful purposes. The laws of the Commonwealth of Virginia and the United States of America apply.

You may not engage in illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to Sprig Web Solutions LLC and its customers) without express authorization of the owner of the system or network;
- monitoring data or traffic on any network or system without the authorization of the owner of the system or network;
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization, including, but not limited to phishing (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or
- Any conduct that is likely to result in retaliation against the Sprig Web Solutions LLC's network.
- Use of Sprig Web Solutions LLC's network in a way that unreasonably interferes with Sprig Web Solutions LLC's other customer's use of the network.

9. Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

Sprig Web Solutions LLC reserves the right to revise its policies at any time without notice.