

Social Strata Acceptable Use Policy (AUP)

Last updated: December 20, 2011

The AUP describes the proper kinds of conduct and prohibited uses of all of Social Strata's Services. The AUP is not exhaustive and Social Strata reserves the right to modify it at any time, effective upon posting of the modified Agreement. By using the Services, you agree to abide by the then-current version of the AUP. Customer is solely responsible for all of Customer Content and Customer's and Users' use of the Service.

ANY KNOWING VIOLATION OF THE AUP MAY RESULT IN THE SUSPENSION OR TERMINATION OF THE SERVICES AND SUCH ACTION AS SOCIAL STRATA DEEMS APPROPRIATE AS FURTHER DESCRIBED IN THE AGREEMENT. ANY REPEATED VIOLATION OF THIS POLICY WILL RESULT IN THE TERMINATION OF THE AGREEMENT. INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON CUSTOMER'S BEHALF, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY CUSTOMER.

The following are specifically prohibited uses under the AUP:

Illegal or Harmful Uses

The Service may be used only for lawful purposes. Transmission, distribution or storage of any material or any activity in violation of any applicable law or regulation, including but not limited to gambling, is strictly prohibited.

Infringement

Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization. Infringement may result from the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

Illegal Materials

Disseminating or hosting material that is, without limitation, unlawful, libelous, defamatory, obscene, invasive of privacy or publicity rights, or otherwise illegal.

Harmful Content

Disseminating or hosting harmful content or software including, without limitation, viruses, Trojan horses, worms, time bombs, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Fraudulent Conduct

Offering or disseminating fraudulent goods, services, schemes, activities (e.g., gambling) or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); fraudulent submission or use of personal or financial information; or engaging in any practice that constitutes an unfair or deceptive trade practice.

Export Violations

Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Regulations maintained by the Department of Commerce.

Privacy Violations

Collecting, using and disclosing any personally identifiable user information in violation of any applicable law, as described in Social Strata's privacy policy.

Security Violations

Violations of Social Strata Systems or network security are prohibited, as are attacks designed to compromise or reduce overall integrity of Social Strata Systems and networks, and may result in criminal and civil liability. Social Strata will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

Service Bureaus

You may not sell, assign, rent, transfer, distribute, act as a service bureau, or grant rights in the Service to any other person without the express prior written consent of Social Strata.

Social Strata's Rights

Social Strata reserves the right, but does not assume the obligation, to inspect Customer Content or investigate any alleged violation of the AUP, Social Strata's policies or any third-party complaints. In the event that Social Strata determines at its sole and reasonable discretion that any Customer Content or conduct or actions of Customer (including its employees and Users) are objectionable, unlawful, potentially infringing or otherwise in violation of the AUP, Social Strata may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. Such corrective action includes, but is not limited to:

- Issuing a warning,
- Immediately suspending or terminating the Service,
- Restricting or prohibiting access to any Customer Content that is objectionable or otherwise violates this Agreement or applicable policy, and/or
- Disabling or removing Customer Content or the content of any third party from Social Strata's Systems.

Without limiting the foregoing, it is Social Strata's policy to terminate Service for repeated violations of the AUP.

Disclosure Rights

To comply with applicable laws and lawful governmental requests, to protect Social Strata's Systems and Social Strata's customers, or to ensure the integrity and operation of Social Strata's business and systems, Social Strata may access and disclose to governmental/legal authorities any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and Customer Content residing on Social Strata's Systems.

Copyright Infringement

Social Strata has filed a designation of an agent with the United States Copyright Office to receive notifications of copyright infringement (please see <http://www.copyright.gov/onlinesp/agents/s/socialstrata.pdf>). Valid notifications provided to Social Strata of copyright infringement must be sent via certified mail to Social Strata and include the following:

- A physical signature of a person authorized to act on behalf of the owner of an exclusive right that has allegedly been infringed;
- Identification of the copyrighted work or a list of the copyrighted works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Contact information for the complaining party, such as an address, telephone number, and, if available, email address;
- A statement that the complaining party has a good faith belief that the copyright owner, its agent, or the law has not authorized the use of the material in the manner in which it was used;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If such notifications do not include the aforementioned, notification is deemed invalid. Notifications should be sent to Social Strata at: Social Strata, Inc., 1985 Riviera Drive, Suite 103-114, Mount Pleasant, SC 29464.