

Acceptable Use Policy

1. **Scope.** This Acceptable Use Policy (this "Policy") governs the usage of Nuggetsgems.com, Inc. ("Company") products and services (the "Services"). This Policy is incorporated by reference into each contract Company enters into with a customer (each, a "Customer") for the use of such Services. Company may modify this Policy at any time without notice. In addition, this Policy is incorporated by reference into the Terms and Conditions applicable to Company's Web site so that no person who utilizes Company's Web site (regardless of whether that person is a Customer) may take any action utilizing Company's Web site that a Customer would be prohibited to take utilizing the Services.

2. **Purpose.** The purpose of this Policy is to enhance the quality of the Services and to protect Company's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from Company (each such person being a "User"). Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

3. **Prohibited Uses.** Users may not:

a. Utilize the Services to send mass unsolicited e-mail to third parties. Provided, however, that Users may use software programs or services provided by Company to send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003

b. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;

iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or

v. Utilize the Services in any manner that violates applicable law.

C. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.

ii. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

d. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to cause denial of service attacks against Company or other network hosts or Internet users or to otherwise degrade or impair the operation of Company's servers and facilities or the servers and facilities of other network hosts or Internet users;

ii. Post messages or software programs that consume excessive CPU time or storage space;

iii. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;

iv. Utilize the Services to resell access to CGI scripts installed on Company's servers;

v. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any Company systems, facilities or equipment;

vi. Utilize the Services to gain unauthorized access to the computer networks of Company or any other person;

vii. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;

viii. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);

ix. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;

x. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);

xi. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

xii. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

xiii. Utilize the Services in any manner that might subject Company to unfavorable regulatory action, subject Company to any liability for any reason, or adversely affect Company's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Company in its sole discretion;

xiv. Use any third party software that impairs, disrupts, destroys, or otherwise damages or has potential to damage Company's servers and facilities or the servers and facilities of other network hosts or Internet users; or

xv. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

4. Violations.

a. **Disclaimer.** Company expressly disclaims any obligation to monitor its Customers and other Users with respect to violations of this Policy. Company has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any Web site.

b. **Reporting Non-Copyright Violations.** Company encourages Users to report violations of this policy by e-mail to: abuse@corp.nuggetsgems.com, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

c. **Reporting Copyright Violations.** Company complies with the Digital Millennium Copyright Act ("DMCA"). Company encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA.

d. Company reserves the right to suspend or terminate any customer pursuant to any valid DMCA complaint. Furthermore, Company, in its sole discretion, may suspend or terminate without notice, any User that Company determines is a repeat copyright infringer.

e. **Remedies.** If Company learns of a violation of this Policy, Company will respond to the applicable Customer and may, in Company's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:

i. Warning the Customer;

ii. Suspending the offending Customer from the Services;

iii. Terminating the offending Customer from the Services;

iv. Imposing fees or charges on the offending Customer account in accordance with the applicable service contract;

v. Removing the offending content or service; and

vi. Taking other action in accordance with this Policy, the applicable service contract or applicable law.

5. Reservation of Rights. Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Company's Services, Customers and other Users. Company reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Company may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that Company is authorized to monitor its communications through Company's network for such purposes.