

BlueHornet Acceptable Use Policy

Introduction. This Acceptable Use Policy (“AUP”) sets forth the principles that govern the use of the Web-based products, emails and services provided by BlueHornet (the “BlueHornet Services”) by BlueHornet’s customers and the customers of resellers of the BlueHornet Services (collectively, “customers”). BlueHornet’s goal is to offer customers a positive experience in their use and enjoyment of the BlueHornet Services. To help BlueHornet offer its customers the best user experience possible and to ensure the BlueHornet Services are used in an appropriate manner, all customers need to follow the same rules and guidelines with respect to their use of the BlueHornet Services. This AUP is designed to help protect customers, and the Internet community, from irresponsible, abusive or illegal activities, and to make the BlueHornet Services available to all customers as consistently and efficiently as possible. By accessing and/ or using the BlueHornet Services, you agree to adhere to this AUP.

Inappropriate Actions. Actions, whether intentional or inadvertent, that BlueHornet considers inappropriate and grounds for restriction of access to or removal of offending material or termination of BlueHornet Services include, but are not limited to, the following:

- Using the BlueHornet Services to sell any products or services that are unlawful in the location at which the content is posted or received or the products or services delivered;
- Using the BlueHornet Services to undertake or accomplish any unlawful purpose (including, but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or otherwise objectionable in BlueHornet’s sole opinion), or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- Using the BlueHornet Services to post, store, send, transmit, or disseminate any information or material which BlueHornet determines (in its sole opinion) that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- Using the BlueHornet Services to send unsolicited email to any email address where the owner has not provided affirmative consent to receive marketing communications;
- Using the BlueHornet Services to send transactional or relationship messages which violate the FTC’s Primary Purpose Rule pertaining to transactional messages (the FTC’s Primary Purpose final rule may be accessed at <http://www.the-dma.org/press/PrimaryPurposeFactSheet.pdf>);
- Using the BlueHornet Services to restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the BlueHornet Services, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to send or retrieve information;
- Using the BlueHornet Services to restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the BlueHornet Services, or otherwise cause a performance degradation to any facilities, equipment or networks used to deliver the BlueHornet Services;
- Using the BlueHornet Services to post any content that holds BlueHornet, its affiliates and parent company, and their employees or shareholders up to public scorn or ridicule or would in anyway damage or impair their reputation or goodwill;
- Assigning, reselling, sublicensing, or otherwise making the BlueHornet Services available to third parties for their own use, except as expressly permitted by the terms of a customer’s agreement with BlueHornet;
- Reverse engineering, decompiling, disassembling, or otherwise attempting to learn the source code to, the BlueHornet Services;
- Bundling the BlueHornet Services as part of a customer’s own product offering, without the express prior written consent of BlueHornet;



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- Selling, leasing, renting, or otherwise making available data learned through the BlueHornet Services in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of any third party for any reason other than to assist the customer in its normal business activities;
- Misidentifying the source of an email; adding, removing, or modifying identifying network header information (aka “spoofing”) in an effort to deceive or mislead, or attempting to impersonate any person by using forged headers or other identifying information;
- Activities which adversely affect the ability of other people or systems to use BlueHornet Services or the Internet (including without limitation “denial of service” attacks against BlueHornet’s servers, network hosts or individual users);
- Using the BlueHornet Services to violate any third party rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and servicemarks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, publicity rights, and privacy rights; and (b) any application or right to apply for any of the rights referred to in clause (a), and all renewals, extensions and restorations.

This is intended to be an illustrative, and not exhaustive, list of Inappropriate Actions. The examples identified in this list are in addition to the content identified in the agreement between BlueHornet and its customer pursuant to whose agreement you are given the right to access the BlueHornet Services and are provided solely for your guidance. If you are unsure whether any contemplated use or action is permitted or wish to report a violation of this AUP, please contact BlueHornet at aup@bluehornet.com.

Violations. BlueHornet prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the BlueHornet Services are used in a way that BlueHornet, in its sole discretion, believes violates this AUP, BlueHornet may take such responsive action(s) as BlueHornet, in its sole discretion, determines to be appropriate. These responsive actions may include, but are not limited to, suspending your right to access and use the BlueHornet Services until the Inappropriate Action has ceased to BlueHornet’s satisfaction, and termination of the agreement between BlueHornet and the customer on whose behalf you are using the BlueHornet Services. BlueHornet reserves the right in its sole discretion to restrict access to or to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of any agreement between BlueHornet and its customer pursuant to whose agreement you are given the right to access the BlueHornet Services, or this Acceptable Use Policy.

While BlueHornet may elect to monitor your use of the BlueHornet Service to confirm your adherence to this Acceptable Use Policy, it is ultimately responsibility of the user of the BlueHornet Services to ensure that all use complies with this Acceptable Use Policy. BlueHornet’s right to take action under this Acceptable Use Policy will not place an obligation on BlueHornet to monitor or exert any editorial control over your Web site.

Bandwidth Usage Allocation. A customer’s use of bandwidth is expected to compare to the normal bandwidth used by other BlueHornet customers. If, in the sole discretion of BlueHornet, a customer requires or is utilizing bandwidth that is excessive in comparison to other BlueHornet customers, BlueHornet may impose additional charges for this bandwidth usage, or if such charges cannot be agreed upon, may prevent such excessive use of the BlueHornet Services.

Network Security. You may not use BlueHornet’s network or any third party networks contracted by BlueHornet to circumvent user authentication or interfere with the security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into a server or account you are not authorized to access, password cracking, probing the security of other networks in search of weaknesses, or violation of any other organization’s security policy. You may not attempt to interfere with or deny service to any user, host, or network. Any violation of network security may result in immediate termination of the agreement between the customer on whose behalf you are utilizing the BlueHornet Services and BlueHornet.

Revisions to this Acceptable Use Policy. BlueHornet reserves the right to revise, amend, and/or modify this AUP at any time. Notice of any revision, amendment, and/or modification to this AUP will be posted on the log-in page for the BlueHornet Services. You agree that your use of the BlueHornet Services, beyond a period of ten (10) calendar days after a notice of such change has been provided on the BlueHornet Services for the first time, shall constitute your consent to the revised, amended, and/or modified version of the AUP.

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