



INTELLETRACE ACCEPTABLE USE POLICY

This Acceptable Use Policy specifies the actions prohibited by INTELLETRACE to users of the **PRODUCTS AND SERVICES** provided by INTELLETRACE. INTELLETRACE reserves the right to modify this Policy at any time.

GENERAL INFORMATION

INTELLETRACE is committed to providing high-quality **PRODUCTS AND SERVICES** for its customers. INTELLETRACE is committed to being a responsible member of Business Community. Therefore, INTELLETRACE holds both itself and its customers to a higher standard of accountability as set forth in this Acceptable Use Policy. INTELLETRACE's Acceptable Use Policy specifies the actions prohibited by INTELLETRACE to users of the **PRODUCTS AND SERVICES**. If INTELLETRACE receives abuse complaints, INTELLETRACE will work diligently to resolve these complaints with our customers. However, if a customer does not abide by INTELLETRACE's Acceptable Use Policy or otherwise fails to cooperate adequately in the resolution of any complaint, INTELLETRACE may assess the customer a fee of \$500 per abuse complaint and may immediately restrict or terminate the customer's **PRODUCTS AND SERVICES**, at INTELLETRACE's sole discretion, in addition to any other remedy that may be available to INTELLETRACE.

ILLEGAL USE

INTELLETRACE **PRODUCTS AND SERVICES** may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law, policy, rule, or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. INTELLETRACE has the right, in its sole discretion, to take such action as necessary, including but not limited to: blocking or suspension or termination of the customer's services, relative to any material that in INTELLETRACE's sole judgment violates this Policy. INTELLETRACE is not responsible nor will INTELLETRACE be liable for the removal of, failure or delay in removing any such material.

PRODUCTS AND SERVICES SECURITY

Violations of **PRODUCTS AND SERVICES** security are prohibited and may result in criminal and civil liability. INTELLETRACE will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of **PRODUCTS AND SERVICES** security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a **PRODUCTS AND SERVICES** or to breach security or authentication measures without express authorization of the owner of the **PRODUCTS AND SERVICES**.

- Unauthorized monitoring of data or traffic on any **PRODUCTS AND SERVICES** without express authorization of the owner of the **PRODUCTS AND SERVICES**.
- Interference with **PRODUCTS AND SERVICES** to any user, host or network including, without limitation, mail- bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

DISTRIBUTION OF DATA, VIRUSES OR OTHER DESTRUCTIVE ACTIVITIES

Distributing information regarding the creation of and sending data viruses, worms, Trojan Horses and other destructive activities such as cracking is expressly prohibited.

OTHER ACTIVITIES

Engaging in activities, whether lawful or unlawful that INTELLETRACE determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations is expressly prohibited.

1.1 CUSTOMER shall not, and shall not permit any third party under its control (including End Users and their authorized users to do the following, and CUSTOMER shall include provisions in its service agreements for End Users and authorized users that restrict the following:

1.1.1 restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or

1.1.2 upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or

1.1.3 use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or

1.1.4 send UCE/UBE to any number of e-mail users or lists; or

1.1.5 maintain, or send e-mail to, "opt-in targeted marketing lists" if CUSTOMER cannot demonstrate, to INTELLETRACE's satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s); or

1.1.6 engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or

1.1.7 engage in any of the foregoing activities using the service of another provider, but channeling such activities through an INTELLETRACE account or remailer, or using an INTELLETRACE account as a mail drop for responses to UCE/UBE, or

hosting a website that is advertised via UCE/UBE that originates from a non-INTELLETRACE.COM-connected source, or otherwise requiring return transit through CARRIERS'S Internet backbone; or

1.1.8 falsify or "spoof" user information provided to INTELLETRACE or to other users of the Service, and for handling all complaints and trouble reports made by End Users and authorized users; or

1.1.9 use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above; or

1.1.10 intentionally transfer of viruses, worms, Trojan horses or other harmful components; or

1.1.11 advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of UCE.

1.2 Further, if CUSTOMER is notified by INTELLETRACE's Abuse Response Team, via e-mail from support@INTELLETRACE.com to CUSTOMER's mailbox (required by Section 9.4), or CUSTOMER discovers on their own or through any other means, that CUSTOMER or any third party under CUSTOMER's control is in violation of any of the foregoing prohibitions, CUSTOMER shall take all necessary actions to stop such activity, and shall proactively prevent repeat violations by the offending entity.

1.3 CUSTOMER will respond to all violations reported to CUSTOMER by the INTELLETRACE Abuse Response Team within one (1) business day of notification of a violation, and shall stop the violation within two (2) business days of such notification. If a single entity is the source of multiple violation reports, CUSTOMER may provide a single response to INTELLETRACE's Abuse Response Team.

1.4 Following resolution of a violation, a similar violation by the same user will be considered a default of this ATTACHMENT, and INTELLETRACE reserves the right to respond pursuant to Section 17.

PENALTIES

INTELLETRACE reserves the right to take any and all legal and technical action required to prevent such violations. If INTELLETRACE receives complaints resulting from such violations, the customer may be subject to **PRODUCTS AND SERVICES** restrictions, deactivation and/or an assessed fee of \$500 per complaint.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH AN INTELLETRACE WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH INTELLETRACE PRODUCTS AND SERVICES IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." INTELLETRACE, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS PRODUCTS AND SERVICES. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. INTELLETRACE DOES NOT GUARANTEE THAT ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL INTELLETRACE, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS PRODUCTS AND SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF INTELLETRACE, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY INTELLETRACE PRODUCTS AND SERVICES WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF INTELLETRACE, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless INTELLETRACE from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our **PRODUCTS AND SERVICES**; or (5) your use of our **PRODUCTS AND SERVICES**.

MODIFICATION OF THE POLICY AND AGREEMENT

We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on www.INTELLETRACE.com. You agree to the Policy and Agreement by accessing or using **INTELLETRACE PRODUCTS AND SERVICES**.

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. INTELLETRACE may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason

unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.