

# ACCEPTABLE USE POLICY

Last Revised: March 15, 2013

Together with the Service Agreement and the other documents referenced therein, this Acceptable Use Policy (“**AUP**”) forms a binding agreement (the "**Agreement**") between Adopt Technologies, LLC (hereinafter “AT”) and Customer. The Agreement, including this AUP, binds all customers and users of AT’s Service and all visitors to AT’s website; all such customers and users are included in the term "Customer." All other terms defined in the Terms of Service will have the same meaning when used in this AUP.

AT requires that all Customers conduct themselves as good citizens of the Internet and at all times behave with respect for others. Each Customer is responsible for preventing violations of this AUP by third parties accessing the Service through Customer's computers or accounts, including without limitation hackers and Customer's own users.

AT may suspend Service in whole or in part if it reasonably suspects an AUP violation. Customer will reimburse AT for any expenses resulting from Customer's violation of the AUP, including reasonable attorneys' fees. AT may also disable Customer's service if AT suspects that such service is the target of an attack or in any way interferes with services provided to other customers, even if Customer is not at fault. AT does not issue refunds for terminating service due to any of the causes above. Customer is responsible for the use of its service, including use by hackers and other unauthorized third parties.

Except to the extent that AT specifically accepts such responsibility in Customer's Signup, Customer is responsible for maintaining security, including disaster recovery systems and backups.

## **PROHIBITED ACTIVITIES**

Customer is prohibited from, and shall not engage in, any of the following:

- Spam / Unsolicited Commercial Email. AT does not tolerate spam, whether legal or illegal. Bulk unsolicited email is automatically considered spam, regardless of whether classed as private or commercial, unless sent to recipients who have requested such messages through an opt-in procedure. The following are also automatically considered

spam: (a) any message sent to a recipient from a purchased, rented, licensed, or traded list of email addresses; and (b) any message that violates the CAN-SPAM Act of 2003.

- Taking any action that leads to a Spamhaus or other similar listing (i.e., “**Spam Listing**”) for any AT-provided IP address, including Customer’s own IP addresses. If any action on your part causes a Spam Listing, you are required promptly to cooperate with AT, at your own expense, in clearing the IP address(es) in question from the Spam Listing (such assistance to be in addition to, and not in lieu, of any other rights or remedies of AT).
- Using any fake e-mail header information to misdirect (a.k.a. “**spoofing**”) another party for any reason, including without limitation to evade detection; the set up and/or use of a mail relay that is not password protected or that could allow anyone to send spam; the hosting of “payload” Websites that are linked to spam emails, even if a third party sent those emails; and the allowance of domain name services to entities that violate any of these rules.
- Intellectual property infringement, including violations of copyright, trademark, and patent rights, and use or distribution of pirated software, including but not limited to any state specific trade name, trade mark, or other similar protections. Customer is further prohibited from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on any hardware or software; nor will Customer seek to reverse engineer, decompile or disassemble any hardware or software, except to the extent that such activity is expressly permitted by applicable law.
- Hacking or perpetration of any security breach. Unauthorized access to any computer or system, including intrusion into or scanning of other AT accounts.
- Disseminating any deliberately offensive material, including any message or information that is or may be threatening, libelous, obscene, or harassing, or that could lead to death or serious bodily injury of any person, or to sever physical or environmental damage. Child pornography or any other activity harmful to minors is strictly prohibited. (AT does not allow hosting of **any** adult content even if legal under U.S. law or applicable state law, save for content that is used for any legitimate, non-pornographic business purpose so long as the content is not excluded in this AUP and otherwise does not violate any AT policy).
- Committing fraud and/or engaging in Illegal activities of any kind.
- Violation of privacy rights, publicity rights, trade secret rights, or information security, including dissemination of material, non-public information about companies without

authorization, as well as harvesting or otherwise collecting information about Website visitors without their express consent. Use of third-party software without a proper license(s) or other appropriate permission.

- Network attacks or any unfriendly effort to interfere with service on another network or server. Virus distribution or distribution of any worm or other harmful code.
- Use of Internet relay chat ("**IRC**"), including hosting of an IRC server, running IRC bots, use of a AT server as an IRC client or proxy, and use of IRC scripts or programs that interfere with service to other users on any server or network.

## **QUESTIONS AND/OR REPORTING OF VIOLATIONS**

AT requests that anyone with questions concerning this AUP, information about a violation of this AUP, or of AT's Terms of Service, please convey your questions or report an AUP violation by sending an email to [contract@adopttechnologies.com](mailto:contract@adopttechnologies.com) .