

Acceptable Use Policy

This Acceptable Use Policy applies to all Services provided to Client by ICG. Capitalized terms not defined in this Acceptable Use Policy will have the meaning ascribed to such term in ICG's Letter of Engagement, applicable Service Agreement or other Transaction Document (collectively, "Transaction Documents"). This Acceptable Use Policy is incorporated into and made a part of ICG's Transaction Documents.

1. VIOLATIONS

Client agrees that Client and Client's employees, contractors, agents and other representatives shall not, directly or indirectly, do any of the following through or by use of a Service, each of which represents a violation of this Acceptable Use Policy and will be subject to immediate redress pursuant to this Acceptable Use Policy and each applicable Transaction Document:

- 1.1 Information: Failing to provide accurate, current and complete information.
- 1.2 Infringement: Infringe any copyright, trademark, patent, trade secret or other intellectual property right of a third party, or transmit, use, backup or store such infringing material.
- 1.3 Privacy: Violate the privacy rights of any person or entity, including, without limitation, committing or facilitating any identity theft or collecting or disclosing any personal address, social security number, or other personally identifiable information without each owner's prior, written permission.
- 1.4 Fraud: Issue fraudulent offers to sell or buy products, services or investments, otherwise mislead anyone about the details or nature of a personal or commercial transaction or commit any other form of fraud.
- 1.5 Phishing: Use phishing or any other method designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense.
- 1.6 SPAM: Send, use, store or backup bulk or mass unsolicited email which violates the CAN-SPAM Act of 2003 ("SPAM").
- 1.7 Proxy Email: Proxy email unsolicited users by using dedicated servers to act in concert with other servers to deliver SPAM to unrelated third parties.
- 1.8 Email Bombing: Send, return, bounce or forward email to specified user(s) in an attempt to interfere with or overflow email services.
- 1.9 Distribution of Malware: Fabricate, distribute, use, store or backup any malware, including, without limitation, any virus software, software or hardware enabling or disabling code, code or computer programming routine that contains contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and other programs normally used in malicious activity.
- 1.10 Hacking: Access any computer or communications system without authorization, including, without limitation, the computers used to provide the Service. Attempt to access or otherwise interfere with the accounts of other users of the Service. Attempt to penetrate or disable any security system.
- 1.11 Denial of Service Attacks: Intentionally distribute or launch a denial of service attack or in any other way attempt to interfere with the functioning of any computer, communications system or website, including, without limitation, use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks.
- 1.12 Unlawful Use: Commit any crime or any act which is defined or deemed illegal. This includes, but is not limited to: death threats, terroristic threats, hosting terrorist website, threats of harm to another individual, multi-level marketing schemes, "ponzi" schemes, invasion of privacy, credit card fraud, racketeering, and other common illegal activities.
- 1.13 Child Pornography: Send, use, store or backup any child pornography.
- 1.14 Abusive Behavior: Harass, threaten or defame any person or entity. Send any information which is obscene, explicit or vulgar. Contact any person or entity that has requested no further contact.
- 1.15 Misleading Activities: Probe, scan or test the vulnerability of a Service. Register to use or use a Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2. **MONITORING COMPLIANCE**

ICG will have the right, but not the obligation, to monitor Client's compliance with this Acceptable Use Policy.

3. **CONSEQUENCES OF A VIOLATION**

Any violation of this Acceptable Use Policy will also be deemed a material default by Client under the Transaction Documents. If Client violates this Acceptable Use Policy, then (in addition to any other remedies available under the Transaction Documents and/or applicable law) ICG may:

- Suspend Client's access to a Service and/or the providing of a Service for Client.
- Suspend or terminate access to a Service by a one or more of Client's end users.
- Require Client to pay for the costs of investigation and remedial action related to the violation.
- Take any other reasonable remedial action.

ICG also retains the right, at its sole discretion, to discontinue Service for a Client with excessive and/or multiple violations of this Acceptable Use Policy.

4. **GENERAL**

ICG may, at any time and at ICG's sole discretion, add to, change, or modify this Acceptable Use Policy to address and/or interpret behavior that is either unlawful or inconsistent with the terms of the Transaction Documents. ICG may also, at any time and at ICG's sole discretion, suspend or discontinue this Acceptable Use Policy, in whole or in part. The rights and remedies set forth in this Acceptable Use Policy are cumulative and concurrent and may be pursued separately, successively, or together. This Acceptable Use Policy is non-negotiable and will not be altered for any Client. No ICG employee, agent or other representative has authority to discuss, negotiate or vary the terms of this Acceptable Use Policy. Questions or comments regarding the interpretation of this Acceptable Use Policy may be submitted to ICG as follows:

E-mail: service@icgi.com
Phone: 305-463-4000
Phone (toll-free): 888-809-4685