

BLUIP ACCEPTABLE USE POLICY
LAST UPDATED: JUNE 11, 2018

This Acceptable Use Policy ("Acceptable Use Policy") applies to all of the services and/or products provided by BluIP ("Services"). By using the Services, you, the Customer, ("You") acknowledge that You and each user that has gained access to the Services through Your account ("User(s)"), have read, understood, and have agreed to this Acceptable Use Policy, or a policy substantially similar to this Acceptable Use Policy. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR VIOLATIONS OF THIS ACCEPTABLE USE POLICY BY YOU AND EACH USER. YOU ACKNOWLEDGE THAT NEITHER BLUIP NOR ITS VENDORS ARE RESPONSIBLE FOR THE CONTENT OF THE TRANSMISSIONS THAT MAY PASS THROUGH THE INTERNET AND/OR THE SERVICES.** You and each User's use of the Services is subject to Your prior acceptance of BluIP's master subscription agreement, or other agreement governing use of the Services ("MSA"). This Acceptable Use Policy is a part of the MSA and this Acceptable Use Policy is effective without limiting, waiving and notwithstanding any of the provisions of the MSA. This Acceptable Use Policy will be read in connection with the MSA and not in conflict with any such agreement. In the event of discrepancy between this Acceptable Use Policy, and the MSA, this Acceptable Use Policy shall prevail but only to the extent of the express purposes hereunder set forth; otherwise, the MSA shall prevail. In addition, /or the Services may be subject to Laws and tariffs or other documents on file with appropriate government agencies. All references to "You" under this Acceptable Use Policy shall be deemed to include You on Your behalf, and on behalf of each User.

- 1) **Modifications to this Acceptable Use Policy.** BluIP reserves the right, in its sole discretion, to change or modify this Acceptable Use Policy at any time by posting changes on its Web site. BluIP will notify You of any such modifications either via email or by posting a revised copy of this Acceptable Use Policy on BluIP's Web site. You are responsible for monitoring BluIP's Web site for changes to this Acceptable Use Policy, and informing Users, your customers and other relative parties, of the changes to this Acceptable Use Policy accordingly. Unless otherwise agreed, in writing, by You and BluIP, You will access the Services only via the BluIP interface, Software and other software, Equipment and other devices and facilities provided by BluIP, or its authorized delegate ("BluIP Facilities"). Unless otherwise expressly agreed, in writing, by You and BluIP, You may not modify or use modified versions of the BluIP Facilities.
- 2) **Security.** Without limiting anything set forth in the below Section 4, You agree to notify BluIP immediately of any unauthorized use of Your account or any other breach of security known to You. BluIP does not make any promise, nor does BluIP have any obligation or intention, to monitor or police activity arising in connection with the Services; BluIP, however, reserves the right to edit or remove Content that BluIP deems to be in violation of this Acceptable Use Policy or that BluIP, in its sole discretion, otherwise deems harmful or offensive. You agree to promptly investigate all complaints received by BluIP regarding any activity relating to You that appear to be in violation of this Acceptable Use Policy, and You agree to take all necessary actions to remedy any actual violations of this Acceptable Use Policy. BluIP may disclose to the complainant that You are investigating the complaint and may provide the complainant with the necessary information to contact You directly to resolve the complaint. In addition, please see the below Section 6 ("Enforcement"). If You or Users engage in conduct while using the Services that is in violation of this Acceptable Use Policy or is otherwise illegal or improper, BluIP reserves the right, in addition to all other remedies available at Law and equity, to suspend and possibly terminate the Services or the violating party's access to the Services. BluIP will not be responsible for failures or breach of any User's or Your-imposed protective measures, whether implied or actual. **AS MAY BE FURTHER STATED IN YOUR MSA, YOU ARE RESPONSIBLE FOR THE SECURITY OF YOUR AND USERS' OWN NETWORKS MACHINES AND OTHER FACILITIES, AND MAINTAINING THE CONFIDENTIALITY OF YOUR AND EACH USER'S PASSWORD AND ACCOUNT INFORMATION.** Because the Internet is an inherently open and insecure means of communication, any data or information You or Users transmit over the Internet may be susceptible to interception and alteration. **SUBJECT TO MSA, BLUIP MAKES NO GUARANTEE OR COMMITMENT REGARDING, AND ASSUMES NO LIABILITY**

FOR, THE SECURITY AND INTEGRITY OF ANY DATA OR INFORMATION YOU OR USERS TRANSMIT VIA THE SERVICES OR OVER THE INTERNET.

- 3) **No Liability.** BLUIP WILL NOT BE LIABLE TO YOU, ANY USER, OR ANYONE ELSE FOR ANY USE OF THE SERVICES BY YOU OR ANY USER THAT VIOLATES THIS ACCEPTABLE USE POLICY, OR FOR ANY FAILURE BY YOU TO ENFORCE ANY OF YOUR OBLIGATIONS UNDER THIS ACCEPTABLE USE POLICY. YOU AGREE TO INDEMNIFY (AS DEFINED IN THE MSA, IF AT ALL), DEFEND, AND HOLD BLUIP, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONSULTANTS, SUPPLIERS, AND ANY THIRD PARTY WEB SITE AND CARRIER PROVIDERS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, EXPENSES, DAMAGES, AND COSTS, INCLUDING ACTUAL ATTORNEYS' FEES, RESULTING FROM A VIOLATION OF THIS ACCEPTABLE USE POLICY BY YOU OR ANY USER(S), MISUSE OR ABUSE OF THE SERVICES BY YOU OR ANY USER(S), OR INFRINGEMENT BY YOU OR ANY USER(S) OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. You agree to cooperate (at Your own cost) as fully as BluIP reasonably requires in BluIP's defense of any claim. BluIP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and You shall not in any event settle any matter without the written consent of BluIP. Notwithstanding anything to the contrary herein contained, all terms and procedures relating to Your Indemnification obligations under this Acceptable Use Policy shall be in accordance with the MSA, if therein stated.
- 4) **System Abuse.** The actions described below are defined as "System Abuse" and, are strictly prohibited under this Acceptable Use Policy. The categories listed below are intended to serve merely as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such. If You and/or a User are/is unsure of whether a contemplated use or action is permitted, it is t Your responsibility to determine whether the use is permitted by contacting BluIP via electronic mail at legalnotice@bluip.com. BluIP expressly reserves the right, in its discretion, to pursue any remedies that it believes are warranted which may include, but are not limited to, filtering, suspending, or terminating accounts and/or Users that engage in System Abuse or who refuse to address System Abuse.

a) Unauthorized Access/Interference

You shall not use the Services to:

- i) engage in activity which is, or BluIP reasonably believes is or could be, or transmit unwanted or offensive, fraudulent, illegal, harmful, harassing content, in violation of a court order decree or the like, or that interferes with others' use or enjoyment of the Services or the Services or the Internet in general;
- ii) attempt to gain unauthorized access to, or attempt to interfere with or compromise the functioning, operation, or security of any network, system, computing facility, equipment, data, or information;
- iii) attempt to intercept, redirect, or otherwise interfere with communications intended for others;
- iv) attempt to interfere with or deny service to any User or host (either of which is rightfully and lawfully using the Services) e.g., denial of service attacks);
- v) provide any false information, including falsify header information or User identification information;
- vi) introduce malicious programs into the network, server or Services (e.g., viruses, worms, Trojan horses, disabling devices, etc.), or intentionally transmit files containing a computer virus or corrupted data;
- vii) without BluIP's written consent: re-sell, re-brand, re-supply, re-market, otherwise transfer or commercially exploit the Services; or, aggregate traffic from more than one customer over an "unlimited" line or trunk;
- viii) engage in long duration calls (i. e., calls to the same number in excess of four hours (continuous or cumulative) within a 24 hour period and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
- ix) use of an open telephone line as a monitoring, intercom or similar service; or,

- x) engage in calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
- xi) unauthorized collecting data regarding use or operation of the Services or other Users of the Service;
- xii) engage in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by BluIP, or otherwise involving the Services or any BluIP account, in any way with or without another provider or third party for the purpose of facilitating the foregoing activities.

b) System/Network Security Violations

You shall not use the Services to:

- i) without the owner's express prior written authorization: attempt to or actually access or use data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network, or breach security or authentication measures;
- ii) monitor data or traffic on any network or system in any way (including but not limited to "packet sniffing") without the system or network owner's express prior written authorization;
- iii) attempt to or circumvent User authentication or security of any host, network, or account ("cracking");
- iv) attempt to or gain unauthorized access to User accounts or passwords;
- v) engage in "hacking," misuse or share User accounts or passwords with any other party, attempt to violate BluIP security or elsewhere, or attempt to infiltrate any network, without express prior written authorization of the owner thereof;
- vi) attempt to or breach or disrupt Internet communication including, but not limited to, accessing data of which You or the User is not an intended recipient, or logging into a server or account that You or the User is not expressly authorized to access; or violate the acceptable use policies of any networks, machines, or services which are accessed through BluIP's network; or,
- vii) use the Services in excess of BluIP-specified bandwidth or similar limitations, if any; and, any programs, scripts, or processes that generates excessive server load on BluIP servers are prohibited. BluIP reserves the right to terminate or suspend any such program, script, or process.

c) UCE/Spam/Mailbombs/News bombs

You shall not use the Services to:

- i) use another party's mail server to relay mail without the express prior permission from that other party;
- ii) relay email in an anonymous fashion, or forge any TCP-IP packet header;
- iii) operate a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user);
- iv) send Spam or Unsolicited Commercial email ("UCE")(i. e., any unsolicited commercial or informational email or a series of unsolicited commercial emails or large attachments transmitted to one recipient), or use the Services to collect responses from mass unsolicited emails;
- v) send unsolicited email(s) which could reasonably be expected to provoke complaints from its recipient(s);
- vi) use Spam to drive visitors to Your site hosted through the Services;
- vii) "Mailbomb" (i.e., transmit excessive volumes of unsolicited commercial emails, deliberately send excessively large attachments to one recipient, or send multiple similar mails to the same email address);
- viii) use the service of another provider to send UCE, Spam or Mailbombs, or to promote a site hosted on or connected to the Services;
- ix) send, advertise, distribute, or use Software or any software intended to facilitate sending unsolicited ("opt-out") bulk email, or harvest email addresses from the Internet for that purpose; and, You shall not sell or distribute lists of harvested email addresses for that purpose. If You and/or any Users send unsolicited bulk email from BluIP accounts, You will

be charged the cost of labor to respond to complaints, with a minimum charge of \$200 (USD). If You send bulk email to "opt-in" lists, You must have a method of confirmation or verification of opt-ins and provide confirmation or verification of opt-ins, deemed sufficient by BluIP, to BluIP upon its request;

- x) provide or make use of a service employing referral IDs. You will be considered responsible for unsolicited bulk email sent by You or Users of the referral ID service that makes reference to Services hosted or otherwise provided by BluIP. You must be able to provide visible evidence from the UBE-advertised link that a member of their referral ID service has had their membership terminated; or,
- xi) use the BluIP or User account to collect replies to messages sent from another provider which violate these rules or those of the other provider.

d) Social Media and other Postings

- i) all postings (including but not limited to cross postings), utilizing the Services, on any form of web-based technologies (e. g. social media), or other technological interactive facilities must comply with each network's, community's or applicable entity's terms of use, policies, other requirements and applicable Laws.
- ii) You shall not use the Services to:
 - (A) engage in cyberbullying, online harassment, trolling, continued posting of off-topic messages, including commercial messages (unless specifically invited by the applicable group), spamming and any prohibited activity ("Prohibited Activity");
 - (B) post articles with falsified header information. "Munging" header information to foil email address, harvesting by Spammers is acceptable, provided that a reasonable means of replying to the message originator is given; or,
 - (C) issue postings that have been falsified so as to appear to come from someone other than You or the User, as applicable.
- iii) You will be charged, and You agree to pay for Users who engage in any Prohibited Activity using Services; at a minimum, You will be charged the cost of labor to issue cancellations and respond to complaints (i.e., a minimum charge of \$US200).

e) Other Prohibited Activities

The following activities are also prohibited System Abuses:

- i) storing any program, utility or file on BluIP's servers, the use of which would constitute a violation of this Acceptable Use Policy (e.g., storing hacker scripts, IRC bots, or Spamming software on BluIP's servers is prohibited);
- ii) any activity involving the resale of BluIP's products or services, unless specifically documented in a separate written agreement executed with BluIP;
- iii) any activity involving deceptive online marketing practices including, including without limitation practices that violate the United States Federal Trade Commission's and/or the Federal Communications Commission's regulations and/or guidelines for proper online marketing schemes;
- iv) use of the Service by anyone under the age of 13 (or equivalent minimum age in User's home country; or,
- v) any other illegal, infringing, or inappropriate activity or abuse of the Services (as determined by BluIP in its sole discretion, which discretion BluIP shall exercise reasonably). Whether or not specifically listed in this Acceptable Use Policy. Prohibited Activity or abuse of the Services authorizes BluIP to suspend or terminate the User's access to and use of the Services.

5) Illegal Activity

- a) The Services may be used only for Lawful purposes. Transmission, distribution or storage of any material in violation of any applicable Law. 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, defamatory, constitutes an illegal threat, or violates export control Laws. You agree to use the Services only for Lawful purposes, and You agree not to use the Services in a manner that violates any applicable Laws.

- b) **Dedicated and Webhosting Customers.**
BluIP dedicated Internet and Web hosting customers who provide services to Users must also maintain valid postmaster and abuse addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through BluIP's network for which DNS responsibility has been delegated to You (if applicable), maintain accurate contact information with the InterNIC and any other appropriate domain and IP address registries, take reasonable steps to prevent IP spoofing by Users and downstream customers, provide a 24/7 contact address to BluIP for dealing with security and abuse issues, and act promptly to ensure that Users are in compliance with this Acceptable Use Policy.

6) Enforcement

- a) Subject to the MSA, BluIP may electronically monitor the Services and access and disclose any information transmitted or stored thereon. BluIP may investigate any suspected violation of this Acceptable Use Policy, and You agree to cooperate fully with any such investigation. You recognize that BluIP may cooperate with any government, Law enforcement agencies, or other parties including reporting or investigating possible violations of Law or otherwise inappropriate activity. BluIP may forward the relevant communication and other information, including Your identity, to the appropriate authorities for investigation and prosecution. You consent to BluIP's forwarding of any such communications and information to these authorities. In addition, BluIP may disclose Your name, telephone number, credit card information, and other Personal Information, any communications sent or received by You, and any other information that BluIP may have about Your account, including but not limited to, types of Services, length of Services, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows: in response to Law enforcement or other governmental agency requests; as required by Law, regulation, rule, subpoena, search warrant, court order or the like; as necessary to identify, contact, or bring legal action against someone who may be violating the Law, or misusing the Services, the Device, or both; to protect BluIP's rights and property; or, in emergency situations where disclosure of such information is necessary to protect BluIP customers or third parties from imminent harm. Violations of system or network security are prohibited, and may result in criminal and civil liability. BluIP reserves its rights to seek criminal and civil liability, including equitable relief, against Users who violate BluIP's security. Notwithstanding the foregoing, BluIP does not assume any obligation to monitor the use of the Services and You bear full responsibility for transmitting information, screening unwanted transmissions, reporting offensive or illegal communications and backing up any data stored on BluIP's systems.
- b) **Digital Millennium Copyright Act.** BluIP responds expeditiously to claims of intellectual property infringement. BluIP will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property Laws. Upon receipt of notices complying or substantially complying with the DMCA, when it is under its control, BluIP will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. BluIP will terminate access for You and Users who are repeat infringers. If You are a BluIP Webhosting customer, You must adopt and implement a Digital Millennium Copyright Act Policy that reserves the necessary rights to remove or disable infringing material. If You believe that a copyrighted work has been copied and is accessible on BluIP's site in a way that constitutes copyright infringement, You may notify us by providing BluIP's registered copyright agent with the following information:
- i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - ii) a description of the copyrighted work that You claim has been infringed;
 - iii) a description of where the material that You claim is infringing is located on the site;
 - iv) Your address, telephone number, and email address;
 - v) a statement by You that You have a good faith belief that the disputed use is not authorized by

- the copyright owner, its agent, or the Law; and,
- vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

It is Your responsibility to check the DMCA for additional or modified requirements.

7) Notices and Acknowledgements

- a) BluIP's designation of agent to receive notification of claimed infringement can be sent to legalnotice@bluip.com.
- b) Complaints regarding illegal use or System or network security issues should be sent to legalnotice@bluip.com.
- c) Complaints regarding Spam or other email abuse should be sent to legalnotice@bluip.com.
- d) You agree that calls, as defined herein for billing purposes, shall include all call traffic when accepted by BluIP or its underlying carriers for termination whether such calls are terminated for any reason ("incomplete calls"). BluIP will bill You for all calls completed to BluIP's facility or Equipment or that of BluIP's underlying carriers regardless of whether the call is completed to the called party. Accordingly, You understand Your obligations in regards to incomplete calls and agree that BluIP shall incur no liability as a result of or, in relation to, said incomplete call.
- e) In most cases, BluIP will attempt to notify You of complaints received by BluIP regarding any activity relating to You that appears to be in violation of this Acceptable Use Policy, and request that the violating party cease such activity. Without limiting anything set forth in the MSA, or this Acceptable Use Policy, in cases where the viability of the BluIP network is threatened, or in cases involving UCE/Spam, mail relaying, alteration of Your source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, BluIP reserves the right to suspend Your Services and/or any Users' access to the Services without notification; in addition, BluIP may take any other appropriate action, legal or otherwise, against You or Users (in respect of each, You will obtain their acknowledgement of the foregoing) for violations of this Acceptable Use Policy, which may include termination of the Services.
- f) You agree that You are solely responsible for the content of all visual, written or audible communications ("Content") sent by each User or displayed or uploaded by any User in relation to using the Services. You acknowledge that neither BluIP nor its Related Parties or vendors are responsible for any Content; You automatically grant (and warrant and represent that You have a right to grant) to BluIP and its Related Parties a world-wide, royalty-free, sub-licensable (in order for BluIP, Affiliates, its Related Parties and contractors, resellers and partners can deliver the Services) license to use, modify, publicly perform, publicly display, reproduce and distribute the Content solely in order to provide Services to User, including associates websites ("Sites")
- g) When BluIP removes or disables access to any material claimed to be infringing, BluIP may attempt to contact the User who has posted such material in order to give that User an opportunity to respond to the notification. Any and all counter notifications submitted by a User will be furnished to the complaining party. BluIP will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before BluIP replaces or restores access to any material as a result of any counter notification.
- h) All of Your Indemnification obligations under this BluIP Communications Service Agreement shall be subject to and in accordance with the Indemnification Section of the Agreement.

8) Responsibility For Content of Others.

You acknowledge that Users of the Services may violate one or more of the above prohibitions, but BluIP assumes no responsibility or liability for such violation. If You become aware of misuse of the Services by any person, You must contact BluIP immediately and inform BluIP of such misuse. BluIP may investigate any complaints and violations that come to its attention, and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the Content or terminating accounts and/or User profiles and/or login. BluIP also reserves the right not to take any action. BluIP reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities. Under no circumstances will BluIP be liable in any way for any data or other Content available or viewed on a Site, or actions taken while using the Services,

including, but not limited to, any errors or omissions in any such data, Content or activity or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data, Content or activities incurred from the actions taken on a Site. BluIP does not endorse and has no control over what Users post, submit to or do on a Site. You acknowledge that BluIP cannot guarantee the accuracy of any information submitted by any User of a Site, nor any identity information about any User. BluIP reserves the right, in its sole discretion, to reject, posting or other data, or to restrict, suspend, or terminate any Your or any User's access to all or any part of any Site at any time, for any or no reason, with or without prior notice, and without liability. (In addition, regarding Sites, please see BluIP's Terms of Service.) BluIP reserves the right to investigate and take appropriate action against anyone whom, in BluIP's sole discretion, is suspected of violating the Agreement, including without limitation, reporting such person to Law enforcement authorities.

BluIP reserves the right, at its sole discretion, to determine if the Services are being used for any of the foregoing purposes or activities.

Contact information

Corporate Headquarters
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Read more at: <http://www.bluip.com/company>

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