



## Acceptable Use Policy

Pinpoint has adopted this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Pinpoint's networks, systems, services, web sites and products (collectively, the "Pinpoint Network and Services") by our customers and other users of the Pinpoint Network and Services (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. By using the Pinpoint Network and Services, Users consent to be bound by the terms of this AUP. Pinpoint reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the Pinpoint Network and Services after such modification shall constitute acceptance of such modification.

**Suspension/Termination.** Any User which Pinpoint determines to have violated any element of this AUP may be subject to a suspension or termination of service. Pinpoint will suspend service for violation of the AUP on the most limited basis as Pinpoint determines is reasonably practical under the circumstances to address the underlying violation. Pinpoint will attempt to notify Customer prior to suspending service for violation of the AUP (which may be via email or any other notification); provided, however, Pinpoint may suspend service without notice if Pinpoint becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP, that exposes Pinpoint to criminal or civil liability or that exposes the Pinpoint network or Pinpoint customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Pinpoint may take such further action as Pinpoint determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Pinpoint shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Pinpoint's exercise of its rights under this AUP.

## Prohibited Conduct.

**In General.** The Pinpoint Network and Services must be used in a manner that is consistent with the intended purpose of the Pinpoint Network and Services and may be used only for lawful purposes. Users shall not use the Pinpoint Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the Pinpoint Network and Services or other Pinpoint customers; or (c) that may expose Pinpoint to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider's AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's AUP.

**Inappropriate Content.** Users shall not use the Pinpoint Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by Pinpoint, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

**Intellectual Property.** Material accessible through the Pinpoint Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Pinpoint Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the Pinpoint Network and Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**Damaging Content.** Users shall not use the Pinpoint Network and Services to transmit, distribute or store material that may be damaging to or interfere with the Pinpoint Network and Services or any third party's networks, services, web sites, or systems. Such prohibited damaging content includes, but is not limited to, viruses, worms, or Trojan horses.

**Fraudulent/Misleading Content.** Users shall not use the Pinpoint Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**Email and Unsolicited Messages.** Users shall not use the Pinpoint Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the Pinpoint Network and Services. In addition, Users shall not use the Pinpoint Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail-bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

**Third Party Rules.** Users may have access through the Pinpoint Network and Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that disseminate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.