ACCEPTABLE USE POLICY
Last Modified on May 1, 2014

1. All capitalized terms not defined herein shall be given the meaning ascribed to them in the Agreement with which this AUP is associated.

2. Client acknowledges that it is solely responsible for its and its end users, if any, usage of the Services and agrees, and shall cause Client's end users, if any, to agree, to use the Services in accordance with this AUP.

3. Client agrees that neither it, nor its end users, if any, will use the Services: (a) for illegal purposes (including but not limited to use in violation of the CAN-SPAM Act of 2003, as amended); (b) in a way that interferes with or disrupts networks connected to the Services; (c) in a way that violates any regulation, policy, or procedure of the networks connected to the Services; (d) in a way that violates, that facilitates the violation of, any applicable local, state or federal law, including, without limitation, those that relate to the exportation of technical data from the United States to foreign countries or any international law; (e) in a way that facilitates, coordinates, or implements any terrorist activity, (f) in way that facilitates, coordinates or implements "botnets"; (g) in a way that interferes with another's use and enjoyment of the Services or similar services; (h) to store, distribute or facilitate the distribution of illegal software or illegal pornography; (i) to facilitate spamming, linkspamming, spamdexing, or any other distribution of electronic mail to one or more people who have not given specific permission to be included in such a distribution; (j) to engage in or facilitate online gambling; (k) to distribute or otherwise make available to others any copyrighted material that Client does not have authorization or the legal right to distribute; (l) to transmit or to aid in the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; (m) to transmit or aid in the transmission of any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; or (n) to gain or attempt to gain unauthorized access to computers or computer networks. The Services make use of the Internet's DNS protocol to create and delegate domain names, therefore, Client agrees that it, and its end users, if any, will use the Services in a way that complies with all Internet regulations, policies, and procedures.

For purposes of this AUP, facilitation of the unauthorized distribution of copyrighted materials through operation of a "hub", "tracker", or other file similar sharing mechanism, shall be considered identical to the actual illegal distribution of those copyrighted materials.

4. Additionally, Client agrees that neither it nor its end users, if any will use Dyn's email delivery services: (a) to send email to address lists obtained from third-parties, whether such lists were rented, purchased or otherwise obtained; (b) to send email to recipients whose addresses was manually or automatically "scraped" or "aggregated" from websites or third party lists; (c) without ensuring that every email includes a link or instructions allowing recipients to remove themselves from Client's email list; (d) to distribute content it does not have the right to distribute; (e) if Client fails to regularly, but in no case less then every ten (10) days, remove undeliverable email addresses from its list and honor unsubscribe requests; (f) send unsolicited email of a commercial or non-commercial nature; (g) to send mail that Client knows or should know will threaten Dyn's ability to maintain positive working relationships with the networks and/or entities are responsible for accepting email sent by Dyn on behalf of its clients.

5. If, in Dyn's reasonable discretion, Client and/or its end users, if any, (i) use the Services in a manner that, directly or indirectly, intentionally or unintentionally, negatively effects Dyn or its systems or networks (including without limitation, overloading servers on the Dyn network or causing portions of the Dyn network to be blocked) or (ii) attempts or succeeds in penetrating Dyn's security, then Dyn may terminate or suspend the Services.

6. A cleanup fee of $100.00/hour (minimum 4 hours) may be assessed by Dyn to Client for violation of the terms of this DynECT AUP by Client or its end users.

7. Dyn reserves the right to change the terms and conditions of this AUP as it, in its sole discretion, deems prudent or necessary. Revised versions, if any, of this AUP will be available at www.dynect.com, where such revised AUP will be posted with a modification date. Dyn expects Client to actively ensure that it complies with the then current AUP. Client's continued use of the Services constitutes an acknowledgement by Client of the terms of the then current AUP and an agreement to follow and be bound by the same.

8. Dyn assumes no responsibility for the content of any material located on the hosts provided from the Services. Client acknowledges that Dyn has no control over these websites or other material hosted on external hosts.

9. Dyn may immediately terminate the Services and the Agreement (including any Order) should it determine, in its sole discretion, that Client's conduct fails to conform to the terms and conditions of the AUP or the spirit of its terms and conditions in a fashion that critically impacts Dyn or its systems or networks. If Dyn determines that Client's conduct fails to conform to the terms and conditions of the AUP in a fashion that does not critically impact Dyn or its systems or networks, Dyn shall still have the right to terminate the Agreement (including any Order) and/or suspend provision of the Services to Client; provided however that Dyn shall provide Client with forty-eight (48) hours advanced electronic notice of such impending termination and/or suspension. Client's failure to come into compliance with the AUP within forty-eight (48) hours of Dyn's transmission of said electronic notice, will entitle Dyn to terminate the Agreement and/or suspend the Services immediately.