

Acceptable Use Policy

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Unless otherwise expressly defined herein, capitalized terms referenced in this Acceptable Use Policy (the “AUP”) shall have the same meaning ascribed to them in the Agreement (as this term is defined in Aptum’s General Terms of Business or, to the extent applicable, the Master Services Agreement between the Customer and Aptum). This AUP forms part of the Agreement and governs the Users’ use of the Services.

1. Prohibited Use.

Services may only be used for lawful purposes. At all times, Users may only access and use the Services in full compliance of applicable laws (collectively “Law”). Users may not use the Services to engage in, foster, or promote illegal, abusive, or irresponsible behaviour, including:

(a) Utilizing the Services to send mass unsolicited e-mails to third parties in violation of Law such as the U.S. *CAN-SPAM Act of 2003* in the U.S. and *Canada’s anti-spam legislation (CASL)* in Canada.

(b) Utilizing the Services to be involved in the distribution of tools designed for the aiding of unsolicited bulk email.

(c) Utilizing the Services in such a way that User becomes documented on any SPAM abuse list recognized generally by internet service providers (“ISPs”) or if the User has previously been denied access from another provider due to similar acceptable use policy violations.

(d) Using Internet Relay Chat (“IRC”) over the Services in violation of Law. This includes, but is not limited to, the use of IRC clients, server software, bots or anything related to IRC.

(e) Utilizing the Services in connection with any illegal activity. Without limiting the general application of this provision, Users may not: utilize the Services to:

(i) Copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

(ii) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party;

(iii) Traffic in stolen goods, illegal drugs, illegal gambling, obscene materials or other products or services that are prohibited under Law;

(iv) Export technology to any jurisdiction in contravention of export control Law; or

(v) Violate any Law applicable to a User’s use of the Services.

(f) Utilizing the Services in connection with any tortious or actionable activity. Without limiting the general application of this provision, Users may not utilize the Services to:

(i) Publish or disseminate information that (a) constitutes slander, libel or defamation, (b) publicizes the personal information or likeness of a person without that person’s consent or (c) otherwise violates any applicable privacy Law; or

(ii) Threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are contrary to Law.

(g) Utilizing the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this provision, Users may not utilize the Services to:

(i) Cause denial of service attacks against Aptum or other third-party network hosts or Internet users or to otherwise degrade or impair the operation of Aptum’s network infrastructure or the network infrastructure of third-party network hosts or Internet users;

(ii) Offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for a User’s own account;

(iii) Resell access to common gateway interface (CGI) scripts installed on Aptum’s servers;



- (iv) Subvert, or assist others in subverting, the security or integrity of any Aptum network infrastructure, system or equipment;
- (v) Gain unauthorized access to the computer networks of Aptum or any other person;
- (vi) Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
- (vii) (a) forge the signature or other identifying mark or code of any other person, (b) impersonate or assume the identity or any other person, or (c) engage in any other activity (including spoofing) to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
- (viii) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- (ix) Conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
- (x) Distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- (xi) Solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- (xii) Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
- (xiii) In any manner that might subject Aptum to unfavorable regulatory action, subject Aptum to any liability for any reason, or adversely affect Aptum's public image, reputation or goodwill, including, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials; or
- (xiv) In any other manner to interrupt or interfere with the Internet usage of other persons.

2. Notice and Procedure for Reporting Violations.

(a) Reporting Non-Copyright Violations. Aptum encourages Users to report violations of the AUP by e-mail to: abuse@aptum.com, including in any such report the name of the offending domain (for example, xyz.com), the IP address and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

(b) Reporting Copyright Violations. Aptum respects the intellectual property of others and complies with the U.S. *Digital Millennium Copyright Act* ("DMCA"), and Canada's equivalent, Notice to Notice Regime under Bill C-61 amendment of the *Copyright Act* ("**Notice to Notice**"); violations of such Acts may be reported to:

DMCA Notices	Notice to Notice
Aptum c/o Designated Copyright Agent Suite 500 – 101 Marietta Street Atlanta, GA 30303 Tel: (678) 365-2801 Email: dmca@aptum.com	Aptum c/o Report Abuse 191 The West Mall, 2nd Floor, Etobicoke, Ontario, M9C 5K8, Canada Tel: 1-877-504-0091 Online: https://aptum.com/report-abuse/

Notices. For copyright infringement notices to be effective, such notices must be written and must include the following:

- (i) Your signature (physical or electronic) or the signature of a person authorized to act on your behalf;



- (ii) Identification of the copyrighted work that you claim has been infringed;
- (iii) Identification of the material that is claimed to be infringing as well as information reasonably sufficient to permit Aptum to locate the material;
- (iv) Information reasonably sufficient to permit Aptum to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- (vi) for DMCA notices, a statement that, under penalty of perjury, the information in the notification is accurate. Aptum encourages you to consult a lawyer before submitting a notice of copyright infringement. You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

(c) Counter Notification. Users who have been the subject of a DMCA copyright notice may write a counter notification under 17 U.S.C. § 512(g) Before sending a counter notification, Aptum suggests that its Users contact an attorney. Users should be aware that they will be liable for damages, including without limitation costs and attorneys' fees, if they materially misrepresent that a product or activity is not infringing the copyright(s) of another. To file a counter notification with Aptum, Users must provide a written communication to Aptum's Designated Copyright Agent (address provided above) that sets forth the following items:

- (i) A physical or electronic signature of the User;
- (ii) Identification of the material that has been removed or disabled, and its prior location;
- (iii) A statement, under penalty of perjury, that the User has a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification;
- (iv) The User's name, address, and telephone number(s);
- (v) A statement that the User consents to the jurisdiction of the federal district court for the judicial district in which the User's address is located, or, if the User's address is outside of the United States, for any judicial district in which Aptum may be found; and
- (vi) A statement that the User will accept service of process from the complainant or the complainant's agent.

Upon receipt of a valid counter-notification from the User, Aptum will provide the complainant with a copy of the counter-notification. If the counter-notification is presented in accordance with the requirements of this AUP, Aptum will post the disputed content again or re-enable access to it. The complainant then has 10 business days to notify the Designated Copyright Agent that it has filed a request for a court order to restrain the infringing activity. In all events, Aptum will not be a party to any dispute between third parties over alleged copyright infringement and will not seek to make an independent determination as to the validity of any claim that is the subject of any complaint or counter-notification.

Aptum is providing you the information in this AUP, including without limitation the complaint and counter-notification procedures set forth in this Section 2, for informational purposes only. This information should not be construed as legal advice. If you believe that your rights have been violated and to help you understand your legal rights, you may wish to seek independent legal counsel.

(d) Repeat Infringers. It is Aptum's policy to terminate in appropriate circumstances the Services of Customers who are repeat infringers.

3. Remedies.

(a) Violations. If Aptum learns of a violation of the AUP, then Aptum may take any of the following actions, in accordance with the severity and duration of the violation:

- (i) Warning the User;



- (ii) Removing the offending content;
- (iii) Suspending the offending User from the Services;
- (iv) Terminating the offending User from the Services;
- (v) Imposing fees or charges on the offending account in accordance with the applicable service contract; or
- (vi) Taking other action in accordance with this AUP, the Agreement and/or Law.

(b) Enforcement Actions. Aptum will provide the User with at least 48 hours notice (by email or otherwise) of any proposed suspension, restriction, limitation, modification, or termination of the Services or any functionality related to the Services based on an alleged violation of this AUP, the Agreement, or any other reason; provided, however, if (i) the User's violation of this AUP immediately threatens the security of or damages to Aptum's network, information, data, software, hardware, or facilities or (ii) such suspension, restriction, limitation, modification, or termination is at the request of law enforcement or required by the appropriate legal authorities, then Aptum will give the Customer as much notice as is reasonably practicable under the circumstances. To the extent that any element or functionality of the Services, including, without limitation, a particular account or "server," is suspended, restricted, limited, modified, or terminated, Aptum will use commercially reasonable efforts to minimize the effects against any other component or functionality of the Services.

(c) Cooperation with Law Enforcement. Aptum reserves the right to involve and/or cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving Aptum's Services or any Users thereof and to respond to any violations of this AUP to the extent permitted under Law. Customer agrees and shall cause other Users to agree that Aptum is authorized implement measures on to its network infrastructure to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this AUP; and that Aptum may disclose any and all of your information including, without limitation, assigned IP numbers, account history, and account use to any law enforcement agent who makes a lawful request, without further consent or notification to any User.