

This Acceptable Use Policy ("AUP") describes unacceptable practices and prohibited actions while using the cloud services (the "Services" include associated MDAemon software (the "Software") offered by iSync.io, LLC ("iSync.io"). This AUP applies to You, the end user of the Services (which includes both the iSync.io Partner utilizing the Services to provide Software as a Service ("SaaS") and its SaaS Subscribers, their employees and agents). By using the Services, You agree to abide by this AUP and to remain in compliance at all times while You use the Services. To do so, You must review the most current version of the AUP, which may be amended from time to time. If at any time You disagree with this AUP, You must stop using the Services. If You violate this AUP, iSync.io may suspend or terminate Your use of the Services immediately and without notice, although in some cases You may be given an opportunity to cure Your violation. Be advised that iSync.io reserves the right to amend this AUP at any time without notice, although iSync.io will attempt to provide reasonable notice thereof.

Compliance and Liability

This AUP is intended to protect iSync.io and You as well as the Services and the Internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using the Services, You are required to comply with this AUP and is expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

iSync.io assumes no liability for Your Content or Your use of the Services.

Prohibited Uses:

Illegal Use

The Services may only be used for lawful purposes. You may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available Content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including but not limited activities which constitutes an illegal threat made against any person or organization, activities which violate export control laws or regulations, activities related to advertising, transmitting,

or otherwise making available gambling sites or services or disseminating, activities related to promoting or facilitating child pornography.

- Harmful or Fraudulent Activities. Activities that may be harmful to iSync.io or others, to include but not limited to offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is defamatory, obscene, indecent, abusive, invasive of privacy, or otherwise objectionable, to include but not limited to child pornography, relates to bestiality, or depicts non-consensual sex acts.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, to include but not limited to viruses, Trojan horses, worms, time bombs, or cancelbots.

Forgery

The Services may not be used in a manner which purposely alters or forges Your identity. You may not engage, without limitation, in the following activities:

- Sending any message or transmitting any electronic communication using a name or address other than Your own for purposes of deception.
- Impersonating someone else by altering Your source IP address or by using forged headers or other identity information.
- Fraudulently concealing, forging or otherwise falsifying Your identity in connection with any use of the Services.

Security

The Services may not be used to violate the security or integrity of any application, software, computer, system, network; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- Gaining unauthorized access to, or attempting to compromise or test the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Services, their system, or the Internet (i.e., denial attacks).

- Monitoring or crawling any data, information or communications on any network or system not owned by You without authorization.
- Gaining unauthorized access to the user accounts or passwords of other users of any system.
- Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.
- Using manual or electronic means to avoid the use limitations related to the Services, such as access and storage restrictions.
- Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Email

The Services may not be used to distribute electronic mail in an improper or illegal manner. You may not engage, without limitation, in the following activities:

- Distributing, publishing, sending, or facilitating the sending of unsolicited mass e-mail (i.e., spamming) for any purpose.
- Altering or obscuring packet or mail headers message origin or sender's identity.
- Enlisting a third party to transmit unsolicited mass or commercial email on Your behalf.
- Collecting responses from unsolicited mass or commercial email, or advertising Your website or Your identity in such email.
- Transmitting a large amount of email to a recipient with the intent to disable their system (i.e., mail bombing).
- Using another party's electronic mail server to relay email without express permission.

Usenet and Newsgroups

The Services may not be used to violate the guidelines or restrictions imposed by the charter of any newsgroup. You may not engage, without limitation, in the following activities:

- Posting any commercial message or advertisement, unless permitted by the charter of the newsgroup.

- Cross-posting a message to unrelated newsgroups or to any newsgroups where the post does not meet that newsgroup's charter.
- Repetitious posting of off-topic or disruptive messages, unless specifically invited by the charter of the newsgroup.

Monitoring and Enforcement

iSync.io reserves the right to investigate any violation of this AUP or misuse of the Services without notice to You. Accordingly, iSync.io may:

- investigate violations of this Policy or misuse of the Services;
- remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with You for use of the Services; and/or
- suspend or terminate the Services.

iSync.io may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. iSync.io's reporting may include disclosing Your information. iSync.io also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP. You are obligated to cooperate with iSync.io regarding the investigation and reporting of any such activity as needed. iSync.io bears no liability with regard to this provision.

With respect to illegal or unlawful acts or conduct by You, iSync.io will take the above enforcement actions where it deems U.S. law has been violated. Violations of other, local laws will be dealt with on a case-by-case basis.

Notification of Violation

If You become aware of any violation of this AUP by any person, including downstream end-users, or third parties, You must immediately notify iSync.io via e-mail at support@iSync.io.