

## Acceptable Use Policy

<b>“The Agreement” or “Agreement”</b>	The Order Form, together with the Terms and Condition, this AUP, the SLA (in case SLA was signed as part of the Order Form) and any other document that was specifically declared as part of the Agreement
<b>“AUP”</b>	This acceptable use policy, including any amendment to the AUP from time to time
<b>“Customer”</b>	Any person or entity that receives any Service from PurePeak, or signed an Order Form
<b>“Order Form”</b>	The order form signed between PurePeak and the Customer
<b>“PurePeak”</b>	PurePeak Ltd.
<b>“SLA”</b>	Service level agreement, if such an agreement was signed as part of the Order Form
<b>“Terms and Conditions”</b>	The “Terms and Conditions” document according to PurePeak’s website: <a href="http://www.purepeak.com">www.purepeak.com</a> , including any amendment to the AUP from time to time
<b>“The Services”</b>	Any service provided to the Customer by PurePeak (directly or indirectly), including PurePeak’s networks, systems, web sites, software and any other products or services
<b>“Users”</b>	Customer, Customer’s affiliates, users or any other party that access PurePeak’s services through or in connection with the Customer or its services (directly or indirectly)

PurePeak have formulated this AUP in order to encourage the responsible use of PurePeak’s Services by the Users, and to enable PurePeak to provide its Customers with secure, reliable and productive services.

PurePeak may amend the AUP at any time by posting a revised version on PurePeak’s website ([www.purepeak.com](http://www.purepeak.com)). The modified terms will become effective upon posting.

It is the Customer’s responsibility to ensure that the Users use the Services according to any law or regulations and subject to any third parties’ rights. The categories listed below are intended

merely to serve as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such.

## **1. General**

Users 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.

The PurePeak Services must be used in a manner that is consistent with the intended purpose of the Services and may be used only for lawful purposes.

Users shall not use PurePeak's 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 PurePeak's network or Services or other PurePeak customers; or (c) that may expose PurePeak to criminal or civil liability of any kind.

All provisions of this AUP refer both to Customer and to its direct or indirect users. Customer is responsible for ensuring that all persons or entities accessing or using PurePeak Service through the Customer's account (directly or indirectly), comply with the AUP. Customer shall be responsible to PurePeak for any breach by its direct or indirect users.

Customer shall be responsible for maintaining the confidentiality of its passwords and account information, as well as the security of its network.

## **2. Inappropriate Content**

Users shall not use PurePeak's Services to transmit, distribute or store material that is inappropriate, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

## **3. Intellectual Property**

Users may not be involved in any activity that would infringe, dilute, misappropriate, or otherwise violate any third party's rights. If Customer uses a domain name in connection with any of PurePeak's Services, Customer must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

## **4. Harmful Content**

Users shall not transmit, distribute or store material that may be harmful to or interfere with PurePeak's services to other customers or any other PurePeak's activity, or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, password-cracking programs or Trojan horses.

## **5. Fraudulent or Misleading Content**

Users shall not 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 including the fraudulent use of credit cards.

## **6. Email and Unsolicited Messages**

Users shall not transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could 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 PurePeak's Services. In addition, Users shall not (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, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

In addition, the use of PurePeak's Services to send email through external third party's servers is prohibited.

## **7. Third Party Rules**

Users may have access through PurePeak's Services to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

## **8. Configuration**

Users are responsible for configuring their own systems to provide the maximum possible accountability. PurePeak shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by PurePeak. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly as possible.

## **9. Resellers and Downstream Service Providers**

Some Users may be customers of Internet Service Providers (ISPs) that receive Internet connectivity through PurePeak. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their customers of this Acceptable Use Policy and for enforcing its restrictions with regard to their customers' actions. Complaints about customers of any such reseller or downstream service provider shall be forwarded to such reseller or downstream service provider for resolution. If at any time PurePeak determines that such reseller or downstream service provider is not taking appropriate action in accordance with this Acceptable Use Policy, PurePeak shall work with such reseller or downstream service provider to review their policies and enforcement procedures. If the reseller or downstream service provider continues to fail to take appropriate action, PurePeak will take such further action as it deems appropriate.

## **10. Unauthorized Access/Interference**

Users may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information. Users may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services, network or

the internet. Users may not use the Services to monitor any data, information, or on any network or system without authorization. User may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.

Users are prohibited from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

## **11. Illegal Activity**

Users agree to use PurePeak's Services only for lawful purposes. Use of PurePeak's Services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful. In those instances involving child pornography, PurePeak complies with all applicable Federal or State laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

## **12. Other Prohibited Activities**

The following activities are also prohibited:

- 12.1. Attempting to intercept, redirect, or otherwise interfere to others.
- 12.2. Intentionally transmitting files containing a computer virus or corrupted data.
- 12.3. Resale of Services, unless expressly authorized in a separate written agreement with PurePeak.
- 12.4. Harassment, whether through language, frequency, or size of messages.
- 12.5. Furnishing false or incorrect data to PurePeak, including fraudulent use of credit card numbers or "bill to" telephone numbers.
- 12.6. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use Services.
- 12.7. Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in this AUP, Terms and Conditions or any other document of the Agreement.

## **13. Cooperation With Investigations**

PurePeak will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. PurePeak reserves the right to disclose customer information to the extent authorized by federal surveillance statutes. User are obligated to fully cooperate with any request or demand in connection with any law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity as well as with PurePeak with regard to such investigations.

#### **14. Privacy**

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. We make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Services or over the Internet, including any data or information transmitted via any server designated as "secure."

#### **15. Dial Internet Access**

The AUP apply if the Customer's account includes accessing the Service through a Dial-Up connection or any other connection.

#### **16. Excessive Usage**

If we have specified bandwidth limitations for User accounts, use of the Service shall not be in excess of those limitations. Furthermore, if a User is accessing the Service via a dial-up connection, we may terminate the user session if the User is connected for more than 7 days in order to protect our network resources and maintain Service availability for others.

#### **17. AUP Violation**

In any case of AUP violation or alleged violation, PurePeak may suspend or terminate any or all Services to the Customer (at its sole discretion) in addition to any other remedy.

#### **18. Reporting of Violations of this Policy**

If User become aware of any violation of this AUP, User must immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.