

Canopy Group, Inc. Acceptable Use Policy - Version 1.1

I. Policy

You agree to comply with all applicable local, state, national, and international laws and regulations regarding use of all Services delivered by Canopy Group, Inc., Inc.

Transmitting, distributing, uploading, posting, or storing any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, defamatory, libelous, unlawful, harassing, abusive, threatening, harmful, vulgar, constitutes an illegal threat, violates export control laws, hate propaganda, fraudulent material or fraudulent activity, invasive of privacy or publicity rights, profane, indecent, or otherwise objectionable material of any kind or nature. You may not transmit, distribute, or store material that contains a virus, "Trojan Horse," corrupted data, or any software or information to promote or utilize software or any of Canopy Group, Inc.'s Services to deliver unsolicited e-mail. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national or international law or regulation.

Attempting to disrupt Services or any attached network service for any purpose whatsoever is prohibited.

Accessing any account which you are not authorized to access is prohibited.

The sending of any form of Unsolicited Bulk E-Mail ("UBE", "spam") through Canopy Group, Inc.'s servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, e-mail address, or utilizing any resource hosted on Canopy Group, Inc.'s servers is prohibited. Canopy Group, Inc. accounts or Services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

Impersonating any person or entity including, but not limited to, a Canopy Group, Inc. employee or official is prohibited. Falsely stating or otherwise misrepresenting your affiliation with a person or entity is prohibited.

Obtaining or attempting to obtain service by any means or device with intent to avoid payment is prohibited.

Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.

You may not conceal or misrepresent your identity when sending e-mail messages.

Canopy Group, Inc. reserves the right to block traffic to or from the IP address(es) involved in hacking and/or port scanning.

Canopy Group, Inc. reserves the right to retrieve the content of e-mail messages for legitimate reasons including, but not limited to, finding lost messages, complying with investigations of wrongful acts, responding to subpoenas, or recovering from system failure.

You are solely responsible for the content furnished to Canopy Group, Inc. in connection with your Web sites or other services Canopy Group, Inc. provides, or made available to others through use of Canopy Group, Inc.'s Services. Canopy Group, Inc. does not design (except through Canopy Group, Inc.'s Design Services), review, or screen content provided to Canopy Group, Inc. for inclusion in you Web sites or that is used, provided, or made available through any services Canopy Group, Inc. provides) and does not assume any obligation to monitor such content. However, you agree that Canopy Group, Inc. may review

your Web sites or other content when responding to a third party complaint or for any other reason.

II. Violations

If Canopy Group, Inc. determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, Canopy Group, Inc. may suspend, restrict, terminate, or take any other appropriate action with regard to your services without any obligation to refund fees paid. Canopy Group, Inc. reserves the right to take such actions without notice to you. You understand that Canopy Group, Inc. reserves the right to conclude that your conduct is in violation of the standards set forth in this Acceptable Use Policy, and Canopy Group, Inc. may arrive at such a conclusion even if it is based upon Canopy Group, Inc.'s opinion or mere suspicion or belief, without any duty to prove that Canopy Group, Inc.'s opinion or suspicion is well founded, and even if (i) Canopy Group, Inc.'s opinion or suspicion is proven not to be well founded or (ii) Canopy Group, Inc. provides other customers services that have similar characteristics or are being used in a similar manner as your services. You agree that Canopy Group, Inc., in responding to a third party complaint, reserves the right in Canopy Group, Inc.'s sole discretion to suspend or terminate the services subject to this Acceptable Use Policy without notice and with no obligation to refund fees paid. You also understand and agree that by providing you services, Canopy Group, Inc. in no way endorses your Web site or deems your content to be suitable under the terms of this Agreement.

You agree that Canopy Group, Inc. shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of the services considers to be fraudulent, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

III. Modifications to this Acceptable Use Policy

You agree that Canopy Group, Inc., in its sole discretion, may modify this Acceptable Use Policy. Canopy Group, Inc. will post any such revised Policy on Canopy Group, Inc.'s Web site at least thirty (30) calendar days before it becomes effective. Use of the Canopy Group, Inc. services after the posting period constitutes acceptance of the modification.