



Acceptable Use Policy

September12, 2009

Preface

This is JCA Solutions' Acceptable Use Policy (AUP). This policy applies if you are a JCA Solutions' Customer, User, Employee, Vendor, Contractor or other Third Party with access to JCA Solutions' networks ("you/your"). It is intended to ensure that your use of JCA Solutions' service is trouble free and that you have due regard to the law and the needs of other users. This policy falls under the larger, JCA Solutions Cyber Security Policy (CSP) and in cases of discrepancies the policy with the more restrictive requirements will prevail.

Please read this document carefully. It is a condition of your use of JCA Solutions' information service and networks that you comply with the terms of this Policy.

Please be aware of any amendments to the AUP that JCA Solutions ("we") might make in the future. From time to time we will make amendments to the AUP by giving you notice of the change and you will then be obliged to comply with the AUP as amended.

In this AUP we use the following definitions:

Customer means the person or company which has entered into an agreement with JCA Solutions, its suppliers, or vendors for supply of Services whether via JCA Solutions' web site or otherwise.

Service means all products and services offered by JCA Solutions from time to time, which you use.

Spam means:

- (a) mass-delivered and/or randomly delivered advertising or other material;
- (b) sent to groups of recipients who are not known to you, who have not requested the material, or who have not granted permission for the mail to be sent to them;
- (c) delivered via email or discussion groups; and
- (d) which does not contain an unsubscribe option.

Users means users of the Service who have not obtained it as a Customer, but via a Customer who is authorized to resell the Services such as a JCA Solutions Partner.

1. Some General Principles

1.1 JCA Solutions is not responsible for the content of Customer or User traffic through our hosted networks. We exercise no supervision or control whatsoever over the content of the information passing through our hosted network(s).

- (a) We do not assume any responsibility for information not sent or expressly authorized by us.
- (b) The responsibility for traffic that does not conform to this policy and all possible consequences lies with the sender of the traffic.
- (c) We accept no responsibility for the consequences of unauthorized breach of our system security such as hacking or denial of service attacks.

1.2 You should familiarize yourself with your legal responsibilities. You can view your legal responsibilities in relation to:

- (a) supervising access to internet content;
- (b) procedures which employers can implement to control employees access to internet content, including availability, use and appropriate application of internet content filtering software; and
- (c) obligations which may exist in relation to your content under current standing United States government legislation.

1.3 You are responsible for use of your account. If you permit others to use our Service, you are responsible for making users of the Service aware of this policy and obtaining compliance of your users with this policy.

1.4 You are responsible for complying with conditions of use of other networks. If we provide you with access to a network outside our Service you must comply with any acceptable use conditions which apply to that network.

2. Acceptable Uses

2.1 It is your responsibility to ensure that you and others whom you permit or enable to use JCA Solutions' Service do so as follows:

- (a) use our Service in a manner which does not violate any applicable laws or regulations;
- (b) respect the conventions of the newsgroups, lists and networks that you use;
- (c) respect the legal protection afforded by copyright, trade marks, license rights and other laws to materials accessible via our Service;
- (d) use the Service in a manner which does not interfere with or disrupt other network users, services or equipment;
- (e) refrain from acts that waste resources or prevent other users from receiving the full benefit of our services; and
- (f) comply with JCA Solutions' terms and conditions of supply.

2.2 Your use of our Services should be ethical and in accordance with accepted community standards.

3. Unacceptable Uses

3.1 You must comply with the law. It is not acceptable to use our Service for any purpose which violates local, state, federal or international laws. You should obtain independent legal advice about your potential liability for the consequences of the publication of material on a web site or content database.

3.2 Specific kinds of use are not allowed. It is not acceptable to use our Service to do any of the following ("Unacceptable Conduct"):

- (a) send Spam;
- (b) provide a capability on a JCA Solutions-hosted site which permits third parties to send Spam from a JCA Solutions server;
- (c) intentionally omit, forge, delete or misrepresent transmission information including headers, return mailing addresses, internet protocol addresses;
- (d) engage in any activity intended to withhold or mask Customer's, or if you are an authorized reseller, its User's corporate identity or contact information;
- (e) send electronic chain letters;
- (f) distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists;
- (g) send email to a recipient after the recipient has unsubscribed from your mailing list or has advised you by other means that they do not wish to be on the mailing list;
- (h) undertake activities which cause or may cause third party service providers to place JCA Solutions' internet protocol (IP) addresses on a blacklist and/or block those IP addresses;
- (j) undertake any activity which impedes JCA Solutions' ability to provide its Service;
- (k) make transmissions of any type or quantity which adversely affect our operation or jeopardize the use of our service, or its performance for other subscribers;
- (l) violate copyright or other intellectual property rights;
- (m) illegally store, use or distribute software in order to transmit threatening, libelous, obscene or offensive materials;
- (n) engage in electronic 'stalking' or any other form of harassment such as using abusive or aggressive language;
- (o) misrepresent or defame others;
- (p) harass or impersonate JCA Solutions or other users;
- (q) commit fraud, gain unauthorized access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the internet;
- (r) damage, modify or destroy the files, data, passwords, devices or resources of JCA Solutions, other users or third parties;
- (s) engage in misleading or deceptive online marketing practices;

- (t) conduct any business or activity or solicit the performance of any activity that is prohibited by law;
- (u) make an unauthorized transmission of confidential information or material protected by trade secrets;
- (v) place on the internet, obtain through the internet or transmit using the internet, Prohibited Content or Potentially Prohibited Content;
- (w) place on the internet, obtain through the internet or transmit using the internet any of the following:
 - (i) Content which is (or would be) classified RC or X by the Classification Board. Such content includes:
 - material containing detailed instruction in crime, violence or drug use;
 - child pornography;
 - bestiality;
 - excessively violent or sexually violent material
 - real depictions of actual sexual activity; or
 - (x) propagate computer worms, viruses and other types of malicious programs;
 - (y) use the service to interfere or disrupt other network users, services or equipment;
 - (z) attempt to do any of the things set out in (a) to (y) above.

3.3 It is not acceptable to use our Service to solicit subscribers to become subscribers of other competitive services.

3.4 Resale of our Services to others is strictly forbidden under all circumstances unless expressly approved by JCA Solutions in writing. The Partner program provides for the resale of services.

4. Third Party Complaint Process

4.1 From time to time, JCA Solutions receives complaints from third parties ("Complaints") regarding Unacceptable Conduct, allegedly being conducted by Customers or their Users. JCA Solutions will make reasonable efforts to resolve such complaints by working with Customers. The complaint process set out here does not apply to complaints the subject of court order or proceedings, or where JCA Solutions reasonably believes that it must take urgent action without reference to the Customer.

4.2 JCA Solutions' policy is to put the complaining party in direct contact with the party best able to answer the complaint. Accordingly, JCA Solutions' Customers authorize and direct JCA Solutions to provide to third party complainants the relevant Customer's email contact details.

5. What We May Do to Ensure That This Policy is Being Followed

5.1 We may monitor your account, but in doing so will respect your privacy. We may monitor the conduct of your account to determine whether this policy is being followed.

5.2 If we monitor the conduct of your account we will safeguard your privacy subject to the terms of our Privacy Policy.

5.3 We may suspend or terminate your account and/or notify the authorities. If we believe that your use of the Service may break the law or that you have not complied with this policy we may:

- (a) warn you by any form of contact we have on file (but we are not obliged to do so);
- (b) suspend your access to the Service;
- (c) terminate your account without notice; and/or
- (d) notify and provide relevant information to the authorities, as appears appropriate in the circumstances.

5.4 In the event of taking action under 5.3 we reserve the right to delete any or all of your information, material, software or other content stored on our system in our sole discretion.

5.5 We may, in our absolute discretion and without notice to you, suspend or terminate your access to the Service:

- (a) where we are made aware that a court order, judgment, decree, determination or otherwise has been made to the effect that the Customer data is illegal, offensive, objectionable or in breach of a third party's rights; and
- (b) if we are directed to do so by any federal authorities under a takedown notice in accordance with current laws.

5.6 You agree that you will have no claim against JCA Solutions in respect of any action reasonably taken by JCA Solutions in its implementation of the terms of this Acceptable Use Policy, and you indemnify JCA Solutions against any claim by a User arising out of the same.

Respectfully,

JCA Solutions