

## ACCEPTABLE USE POLICY

For the purposes of this Acceptable Use Policy (the "Policy"), a "Customer" is an individual or organization that has entered into a service agreement with eStruxture Data Centers Inc. (hereinafter, "eStruxture") for use of eStruxture's systems and services. This Policy, including the list of Prohibited Activities (as defined below), is an integral part of Customer's agreement for services with eStruxture. This Policy also applies to eStruxture operational partners.

This Policy was designed to prevent unacceptable uses of eStruxture's systems and services and to ensure that eStruxture is able to provide the level and quality of services that eStruxture's Customers expect and consistent with its corporate values. Each eStruxture Customer is responsible for ensuring that the use of all services provided to such customer complies with this Policy. Failure to comply with this Policy could result in termination of services by eStruxture.

The Policy consists of a non-exhaustive list of the actions that are strictly prohibited by eStruxture. eStruxture reserves the right to modify the Policy at any time, effective upon posting at <https://www.estruxture.com/legal/>. The continued use of the eStruxture Systems and Services after an amended policy has been posted will be deemed as acceptance of the amended policy.

### PROHIBITED ACTIVITIES OF ESTRUCTURE SYSTEMS AND SERVICES

1. Transmission, collection, distribution or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation: (i) material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, (ii) any activity that disseminates, promotes or facilitates child pornography, materials that involve non-consensual sexual pornography or any other illegal pornographic content, (iii) material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws, (iv) posting any content that threatens, advocates, promotes or otherwise encourages violence or which provides instruction, information or assistance in causing or carrying out such violence; and (v) violating the personal privacy of another individual.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through eStruxture's network is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on eStruxture's network, is prohibited. eStruxture 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.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by eStruxture customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file

for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any eStruxture-hosted domain, or referencing any eStruxture account, is prohibited.

4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of flooding, phishing attacks, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org/rokso](http://www.spamhaus.org/rokso).
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any eStruxture customers or end-users by any means or device.
9. Customers are required to responsibly manage hosted content and sub-customers so as to not attract network attacks including Denial of Service (DOS) or Distributed Denial of Service (DDoS) attacks. Customers must take rapid measures to move content to other delivery systems as required. Using eStruxture's Services to interfere with the use of the eStruxture network by other customers or authorized users.
10. Using eStruxture's Services to host an online pharmacy not certified by the Canadian International Pharmacy Association.

## **CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS**

Each eStruxture Customer is responsible for the activities of its users and, by accepting service from eStruxture, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an eStruxture Customer will be forwarded to eStruxture customer's designated responsible contact for action. eStruxture's Customer is solely responsible for use of their account, regardless if such use occurred without the account holder's consent or knowledge. If eStruxture believes, in its sole discretion, that a violation of this Policy (direct, or indirect, including violations by a third party) has occurred, it may take immediate responsive action. eStruxture is entitled to remove the offending material, establish immediate or temporary filtering, deny access, isolate and preserve data, suspend or terminate the eStruxture services, engage law enforcement or take any other appropriate action, as determined by eStruxture, in addition to any remedies provided by any agreement to provide eStruxture services. eStruxture is not responsible for, and shall not be held liable for any damages resultant of any conduct, content, communications, goods and services available on or through eStruxture's systems and services.

The failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with the governing law provision set out in the services Agreement between Customer and eStructure.

For any Customers who may have questions or complaints regarding this Policy, please contact us at <https://www.estruxture.com/contact>.

To report a suspected breach of this Policy, please contact us at abuse (at) estruxture (dot) com.

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