

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 eStructure Data Centers (hereinafter, "eStructure") for use of eStructure'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 eStructure.

This Policy was designed to prevent unacceptable uses of eStructure's systems and services and to ensure that eStructure is able to provide the level and quality of services that eStructure's Customers expect. Each eStructure Customer is responsible for ensuring that the use of all services provided to such customer complies with this Policy.

The Policy is a non-exclusive list of the actions prohibited by eStructure. eStructure reserves the right to modify the Policy at any time, effective upon posting at <http://www.estructure.com/about/AUP/>. The continued use of the eStructure 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, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation: (i) material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, (ii) material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws, (iii) 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 (iv) violating the personal privacy of another individual.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through eStructure'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 eStructure's network, is prohibited. eStructure 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 eStructure 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 eStructure-hosted domain, or referencing any eStructure 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 ping, flooding, 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.
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 eStructure customers or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the eStructure network or on another provider's network.
10. Using eStructure's Services to interfere with the use of the eStructure network by other customers or authorized users.
11. Using eStructure's Services to host an online pharmacy not certified by the Canadian International Pharmacy Association.

CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS

Each eStructure Customer is responsible for the activities of its users and, by accepting service from eStructure, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an eStructure Customer will be forwarded to eStructure customer's postmaster for action. eStructure's Customer is solely responsible for use of their account, regardless if such use occurred without the account holder's consent or knowledge. If eStructure 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 responsive action. eStructure is entitled to remove the offending material, establish immediate or temporary filtering, deny access, suspend or terminate the eStructure services, or take any other appropriate action, as determined by eStructure, in addition to any remedies provided by any agreement to provide eStructure services. eStructure 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 eStructure'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 <http://www.estructure.com/contact>.

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

Last Modified: March 2018