

Acceptable Use Policy ("AUP")

This AUP is incorporated by reference in your Invoice for Mail Services. Capitalized terms used in this AUP and not otherwise defined shall have the meaning given in the Master Services Agreement.

Technically Creative Inc. may block mail that violates this AUP. In addition, your Services may be suspended or terminated for violation of this AUP in accordance with the Master Services Agreement.

Bulk Mail

You may not use your Mail Service to send Bulk Mail except via our Outreach or other mail marketing service. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction.

You may not use a third party other than an authorized Technically Creative Inc. partner to send Bulk Mail that references a Mail Service email address or that has a Mail Service return email address.

You may not intentionally use your Mail Service for the purpose of receiving bulk email from others. For example, you may not submit any Mail Service email address to a "Safelist" or "Free for All" (FFA) list.

Mail messages sent to other users within your domain names hosted on the Technically Creative Inc. system are not Bulk Mail.

Unsolicited Mail

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided or his or her email address in a manner which implies consent to receive the email.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Offensive Content

You may not use the Mail Services to distribute content or links to content that Technically Creative Inc. reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;

- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Technically Creative Inc.;
- is otherwise malicious or fraudulent, or may result in retaliation against Technically Creative Inc. by offended recipients; or
- Is intended to harass or threaten.

You may not send email of any kind to a person who has indicated that they do not wish to receive it.

Security

You may not probe, scan, or test Technically Creative Inc.'s systems for vulnerabilities. You may not violate or attempt to violate Technically Creative Inc.'s security measures. You may not use Technically Creative Inc.'s services to probe, scan or test a third party's systems for vulnerabilities, or to violate or attempt to violate a third party's security measures. Examples of security violations are: (i) attempting to access data not intended for your use; (ii) attempting to log into an account that you are not authorized to access; (iii) attempting to obtain services you have not paid for (including Technically Creative Inc. Services); (iv) attempting to discover another person's authentication information; and (v) interfering with another user's use of the Services.

You must use reasonable security precautions in connection with your use of the Services, such as a desktop virus scanner and firewall. If your Service is exploited by a third party, Technically Creative Inc. may suspend your Services until the vulnerability is addressed. For example, Technically Creative Inc. may suspend your Mail Service if you are distributing a virus, even if you are unaware that you are distributing a virus.

System Abuse

You may not use the Mail Services in a way that creates technical disturbances for other Technically Creative Inc. customers or for the Technically Creative Inc. systems generally. In addition:

- No Shared Mailboxes - each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as "Fetchmail" or "Microsoft Exchange Connector" to virtualize one mailbox into multiple mailboxes.
- Automated Use - mailboxes are not intended for automated use such as sending emails from web servers, or receiving emails by automated programs. However, such use is permitted provided Customer does not violate this AUP. Technically Creative Inc. does not provide technical support for this type of use.

Email Abuse Complaints

Complaints from email recipients and third party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. Technically Creative Inc. shall have the right to terminate your Mail Service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

Blacklisting/Retaliation

Technically Creative Inc. may terminate your Services if your email address or related IP number(s) is/are blacklisted by any third party, or Technically Creative Inc. is retaliated against as a result of your email, regardless of whether you are in breach of this AUP or are otherwise at fault.

Outreach Mail Marketing

You may not use your Mail Service to send Bulk Mail (defined above) except via our Outreach or other mail marketing service. You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk and commercial mail. In addition, you must meet all of the following requirements:

- The mail may be sent only to individuals who have affirmatively indicated they wish to receive it;
- Your procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
- You retain evidence of each recipient's consent in a form that can be promptly produced on request, and you honor the recipient's and Technically Creative Inc.'s requests to produce consent evidence within 72 hours of receipt of the request.
- You have procedures in place that allow a recipient to revoke their consent – such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented within 48 hours;
- You have procedures in place to prevent you from adding to a list a recipient who has previously revoked their consent;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- The subject line of the email must clearly describe the subject matter contained in the email, and the message must include valid contact information, including your physical address;
- You have the means to track anonymous complaints; and
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you.

You may not use a third party email service that does not practice similar procedures for all of its customers.

Technically Creative Inc. may test and otherwise monitor your compliance with these requirements and may require you to seek advance approval for any Bulk Mail. Technically Creative Inc. may throttle your mailing if your Bulk Mail is generating excess bounced messages.