

ACCEPTABLE USE POLICY

INTRODUCTION

This Acceptable Use Policy ("Policy") is in addition to any restrictions or other terms contained in the Service Guide available at <http://www.olafe.com/legal/>, or in your Service Agreement with OLAFE, LLC ("OLAFE"). All terms used in this Policy that are not defined herein have the meanings given to them in the Service Agreement or Service Guide.

OBLIGATIONS UNDER THIS POLICY

All OLAFE Customers and all others who use the OLAFE Services (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account, which could result in early termination liability or other charges.

POLICY CHANGES

OLAFE may, in its sole discretion, revise this Policy from time to time by posting a new version on the Web site at <http://www.olafe.com/legal/> or any successor URL(s) (the "OLAFE Web site"). OLAFE will use reasonable efforts to make customers aware of any changes to this Policy, which may include posting information on the OLAFE Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, you should read any OLAFE announcements you receive and regularly visit the OLAFE Web site and review this Policy to ensure that your activities conform to the most recent version.

PROHIBITED USES AND ACTIVITIES

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the OLAFE Equipment, either individually or in combination with one another, to do, or for, the following:

Conduct and information restrictions

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful, or intimidating;
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

- Transmit unsolicited bulk or commercial messages commonly known as "spam;"
- Send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Collect responses from unsolicited bulk messages;
- Falsify, alter, or remove message headers;
- Falsify references to OLAFE or its network, by name or other identifier, in messages;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- Violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

Technical restrictions

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- Use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Copy, distribute, or sublicense any software provided in connection with the Service by OLAFE or any third party, except that you may make one copy of each software program for back-up purposes only;
- Distribute programs that make unauthorized changes to software (cracks);
- Service, alter, modify, or tamper with the OLAFE Equipment or Service or permit any other person to do the same who is not authorized by OLAFE;

Network and usage restrictions

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any OLAFE (or OLAFE supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any OLAFE (or OLAFE supplier) facilities used to deliver the Service;

- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly (whether or not for profit);
- Connect the OLAFE Equipment to any computer outside of your Premises; and
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

CUSTOMER CONDUCT AND FEATURES OF THE SERVICE

Obligations under this Policy

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, employee, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Any files or devices you choose to make available for shared access on a network, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by OLAFE that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

OLAFE's management of inappropriate content and transmissions

OLAFE reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of the "Content and information restrictions" section above in this Policy, harmful to its network or customers using the Service, negatively affecting its network or customers using the Service, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither OLAFE nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, shared drives, and instant message transmissions) made on the Service. However, OLAFE and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy and the Service Agreement.

Email management requirements

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of the "Content and information restrictions" section above in this Policy.

OLAFE is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. OLAFE is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily in OLAFE's sole discretion. In

the event that OLAFE believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, OLAFE (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, OLAFE may at any time reserve any identifiers on the Service for OLAFE's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

File storage and management policies

As part of the Service, OLAFE may provide access to stored information on OLAFE systems. You are solely responsible for any information that you or others publish or store. You are also responsible for ensuring that all content made available to others is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. OLAFE reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of the "Content and information restrictions" section above in this Policy. For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. OLAFE may remove or block content and terminate your use of the Service if we determine that you have violated the terms of this Policy.

NETWORK MANAGEMENT

OLAFE uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Service Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently.

VIOLATION OF THIS ACCEPTABLE USE POLICY

OLAFE reserves the right immediately to suspend or terminate your Service account and terminate the Service Agreement if you violate the terms of this Policy or the Service Agreement. Early termination charges may apply in such event.

OLAFE and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and OLAFE users.

OLAFE prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. OLAFE also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without OLAFE's intervention. However, if the Service is used in a way that OLAFE or its suppliers, in their sole discretion, believe violates this Policy, OLAFE or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither OLAFE nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not OLAFE's exclusive remedies



and OLAFE may take any other legal or technical actions it deems appropriate with or without notice.

OLAFE reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on OLAFE's servers and network. During an investigation, OLAFE may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to OLAFE and its suppliers cooperating with law enforcement authorities in the investigation of suspected legal violations. Upon termination of your Service account, OLAFE is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of OLAFE or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that 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.

You agree to indemnify, defend and hold harmless OLAFE and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Service Agreement.

COPYRIGHT AND DIGITAL MILLENIUM COPYRIGHT ACT REQUIREMENTS

OLAFE's DMCA policy

OLAFE is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is OLAFE's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who OLAFE, in its sole discretion, believes is infringing these rights. OLAFE may terminate the Service at any time with or without notice for any affected customer or user. Early termination charges may apply in such event.

Reporting of alleged infringements

Copyright owners may report alleged infringements of their works that are stored on the Service to OLAFE with a notification of claimed infringement that satisfies the requirements of the DMCA. Upon OLAFE's receipt of a satisfactory notice of claimed infringement for these works, OLAFE will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or (ii) disable access to the work(s). OLAFE will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).



Copyright owners may send OLAFE a notification of claimed infringement to report alleged infringements of their works to:

OLAFE, LLC
Attn: Legal
21 Eiler Ln
Irvington, NY 10533

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to OLAFE, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to OLAFE. Upon OLAFE's receipt of a counter notification that satisfies the requirements of DMCA, OLAFE will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that OLAFE will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with OLAFE using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

[End of Acceptable Use Policy]