

ACCEPTABLE USE POLICY
(Last Update January 14, 2008)

Jelecoc Systems, Inc., ("Jelecoc") provides a variety of Internet, network, technology, and information management related services (collectively, the "Services") to its customers. This Acceptable Use Policy ("AUP") is applicable to any and all use of the Services including, without limitation, use and access by (a) Jelecoc's customers, (b) Jelecoc's customers' customers and end-users, and (c) any other parties who use or access the Services (collectively, the "Users"). All Users must comply with this AUP. BY ACCESSING OR USING THE SERVICES, EACH USER AGREES TO THIS AUP. NO USER IS AUTHORIZED TO ACCESS OR OTHERWISE USE THE SERVICES UNLESS SUCH USERS FULLY COMPLY WITH THIS AUP. Each Jelecoc customer agrees that it is responsible for violations of this AUP by itself and by any User that uses or access the Services through such customer, whether authorized by such customer or not. Jelecoc reserves the right, at its sole discretion, to refuse new service to any individual, group, or business.

1. **Changes to this AUP.** JELECOC MAY REVISE THIS AUP AT ANYTIME AND IN ITS SOLE DISCRETION. WHEN THE AUP IS UPDATED, THE "LAST UPDATED" DATE AT THE TOP OF THIS AUP WILL LIKEWISE BE UPDATED. EACH USER IS RESPONSIBLE FOR REGULARLY REVIEWING THE MOST CURRENT AUP, WHICH MAY BE ACCESSED BY GOING TO JELECOC'S WEBSITE AT www.jelecoc.com AND CLICKING ON THE HYPERLINK LABELED "ACCEPTABLE USE POLICY." CONTINUED USE OF THE SERVICES FOLLOWING ANY REVISION TO THE AUP CONSTITUTES A USER'S AGREEMENT TO ANY REVISED AUP.

2. **Violations of Jelecoc's Acceptable Use Policy.** Users shall not use the Services (a) to transmit, distribute or store material in violation of any applicable law, regulation, or judicial order; (b) in a manner that violates the terms of this AUP, the terms of any applicable agreement with Jelecoc, or any other Jelecoc policy applicable to such Users; or (c) in a manner that may expose Jelecoc to criminal or civil liability. Without limiting the generality of the foregoing, the following constitute violations of the AUP:

a. Using the Services to transmit, distribute or store information or material that is inappropriate, offensive, obscene (including, without limitation, child pornography), defamatory, threatening, abusive, or advocating violence.

b. Using the Services to transmit, distribute or store information or material that is harmful to or interferes with Jelecoc's provision of Services, or the functionality of any third party's networks, equipment, applications, services, or web sites (e.g., data mining software, viruses, worms, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction tools, etc.).

c. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

d. Using the Services to add, remove or modify identifying header information in an effort to deceive or mislead, or to attempt to impersonate any person by using forged headers or other identifying information.

e. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email in violation of the CAN-SPAM Act of 2003 (as amended), all other laws and regulations applicable to bulk e-mail and/or unsolicited commercial email, and Jelecoc's Spam Policy.

f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Jelecoc's or another entity's computer software or

hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

g. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

h. Using the Services to make fraudulent offers to sell or buy products, items, or services.

i. Using the Services to monitor data or traffic on any network or system without the authorization of the owner of the system or network.

j. Using the Services to engage in any other conduct that Jelecoc believes, in its sole discretion, to be illegal, abusive, or irresponsible behavior.

3. **Cooperation with Investigations & Legal Proceedings.** Jelecoc may, without notice to any User (a) report to the appropriate authorities any conduct that it believes violates applicable criminal law, and (b) provide any information it has about any User in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

4. **Consequences of Violation of the AUP.** Without limiting any other right or remedy Jelecoc may have, the methods of resolution below will typically form the framework for resolving violations of Jelecoc's AUP. Timing of and adherence to this framework may differ according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors.

a. **First notice of alleged or actual AUP violation.** Jelecoc will, in its discretion, provide customers with written notice of an alleged or actual violation of this AUP, the required actions the User must take to resolve the issue, and the period of time in which such violation must be resolved (the "AUP Violation Notice").

b. **Second notice of alleged or actual AUP violation.** If the AUP Violation Notice has been disregarded, not properly addressed, or not resolved by the User within the specified period of time requested by Jelecoc, Jelecoc will disable access to and/or use of the Services being used in violation of the AUP. If the violation is then addressed within an acceptable period of time as determined in Jelecoc's sole discretion, access to and use of the Services will be restored and will continue as normal.

c. **Suspension or Termination of Services.** If User fails to address and/or resolve the violation, Jelecoc will in its sole discretion, suspend or terminate some or all of the Services being provided to the violating customer. Users understand and agree that Jelecoc assumes no liability whatsoever, either express or implied, for any lost data or lost use of the Services due to suspension or termination of the Services. All User content and/or data being used or stored in connection with any terminated Services will be destroyed upon termination. No service credits will be issued for any interruption in service resulting from violations of this AUP. While Jelecoc will attempt to follow the procedures listed above, Jelecoc may, without notice to User, suspend service and/or remove any content transmitted via the Services if Jelecoc discovers facts that lead it to reasonably believe Services are being used in violation of this AUP. Customers must cooperate with Jelecoc's reasonable investigation of any suspected violation of the AUP. Jelecoc will attempt to contact its customers prior to suspension of any access to any Services, however, such prior notice is not assured nor required by Jelecoc. Jelecoc reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP, with such investigation to include accessing of data and records associated with the Services.

5. **Expenses.** Jelecoc reserves the right to recover any and all expenses incurred in connection with a customer's violation of this AUP, or Jelecoc's investigation thereof. Jelecoc may charge its customers (and customers

agree to pay) Jelecoc's hourly rate to correct or otherwise address any violation of this AUP or to repair any security breach, plus the cost of equipment and material needed to: (x) investigate, correct or otherwise respond to any violation or suspected violation of this AUP, (y) remedy any harm caused to Jelecoc or any of its customers by violation of this AUP, (z) respond to complaints.

6. **Security.** Customers are solely responsible for any breaches of security affecting use of the Services by unauthorized persons. Customer must adopt adequate security measures to prevent or minimize unauthorized use of its account. Customers must protect the confidentiality of password(s), and should change password(s) periodically.

7. **Disclaimer.** Jelecoc is not responsible for any material or information created, stored, maintained, transmitted or accessible on or through the Services. In the event Jelecoc becomes aware that any such material may violate this AUP and/or expose Jelecoc to civil or criminal liability, Jelecoc may block access to such material and suspend or terminate any Services without liability. Jelecoc further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Jelecoc believes is responsible for such violation. Jelecoc also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit Jelecoc's rights and remedies at law or in equity that may otherwise be available. Jelecoc is under no duty, and does not by this AUP undertake a duty, to monitor or police its customers' activities and disclaims any responsibility for any misuse of the Services. Jelecoc disclaims any obligation to any person who has not entered into an agreement with Jelecoc for Services.

8. **Contact.** Please direct all questions regarding this AUP to support@jelecoc.com.