

At Mindpack Studios, Inc. ("mindpackstudios.com" or "Service Provider"), we respect our Users' and Clients' right to privacy with regards to the use of their e-mail and our Web sites. We have adopted an e-mail privacy policy ("Privacy Policy") that we hope provides the greatest possible privacy to our Users and Clients, assuming they are not using our services to conduct unlawful activities. Our Privacy Policy makes the following commitments:

This page contains the Acceptable Use Policy ("AUP") under which you and your users (collectively, "Client") use Hosted Services (Mindpack Studios Inc, Hosted services including but not limited to e-mail, data and website services). Client acknowledges and agrees to be bound by all the terms, conditions, and policies of the AUP, as set forth herein, including any future amendments. Client acknowledges and agrees that it is responsible for continual compliance of this policy, in order to ensure the integrity, security and reliability of the e-mail Services and its networks, systems, facilities and data.

### **Sending Spam**

Client may not send, or attempt to send, unsolicited e-mail messages ("Spam"). Spam is not only annoying to Internet users; it violates many federal and state laws and seriously affects the efficiency and cost-effectiveness of the e-mail Services. Sending Spam can lead to industry blacklisting of mail servers, resulting in interruption and/or termination of Client's e-mail Services.

### **Specifically, Client agrees not to:**

- Send, or attempt to send, Spam of any kind from the Service Provider Network
- Send e-mail messages which result in complaints from the recipient or from the recipient's e-mail provider, or which result in blacklisting of the sender's e-mail address or mail server
- Send e-mail messages which are excessive and/or intended to harass or annoy others
- Continue to send e-mail to a recipient that has indicated that he/she does not wish to receive it
- Take any actions intended to cloak the Client's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses
- Take any other action that results in blacklisting of the sender's e-mail address, Client's mail server, or Service Providers mail servers, or negatively impacts other customers who use the e-mail Services

In the absence of positive, verifiable proof to the contrary, Service Provider considers complaints by recipients of e-mails to be de-facto proof that the recipient did not subscribe or otherwise request the e-mail(s) about which a complaint was generated. Past or present violations of this policy by Client at other e-mail providers will be considered a violation of this policy and will be grounds for Service Provider to suspend or terminate Client's access to the e-mail Services.

### **Sending "Opt-in" Bulk E-mail**

Client may not use the e-mail Services to send "Opt-in" Bulk E-mail. Service Provider defines "Opt-in" Bulk E-mail ("Bulk E-mail") as e-mail messages of similar content that are sent to more than 250 recipients within a relatively short period of time. The term "Opt-in" means that the recipients have signed up to receive the e-mails voluntarily, and implies that the Bulk E-mail is

not Spam. Service Provider has measures in place to prevent Bulk E-mail from being sent through its servers, and any attempt to do so may not be delivered and may result in interruption and/or termination of Client's e-mail Services. Attempts to circumvent this Bulk E-mail restriction by breaking up bulk mailings over a period of time or by sending from multiple e-mail accounts will itself be considered a violation of this policy.

Additionally, the Service Provider Network is not set up to process bounce messages for Bulk E-mail. Therefore, Client may not send Bulk E-mail from third-party networks using a return address that is hosted on the Service Provider Network.

### **Security**

Client is prohibited from violating, or attempting to violate, the security of the Service Provider Network. Any violations may result in criminal and civil liabilities to the Client. Service Provider will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of violations of the security of the Service Provider Network include, but are not limited to: (i) accessing data not intended for Client, (ii) logging into a server or account which the Client is not authorized to access, (iii) attempting to probe, scan or test the vulnerability of a system, (iv) breach of security or authentication measures, (v) attempting to interfere with service to any User, host or network, or (vi) taking any action in order to obtain services to which the Client is not entitled.

### **Illegal Use**

The Hosted Services may only be used for lawful purposes. For example, Client may not use the Service Provider Network to create, transmit, distribute, or store content that: (i) violates a trademark, copyright, trade secret or other intellectual property rights of others, (ii) violates export control laws or regulations, (iii) violates the privacy, publicity or other personal rights of others, (iv) impairs the privacy of communications, (v) contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Service Provider, (vi) encourages conduct that would constitute a criminal offense or give rise to civil liability, (vii) constitutes deceptive on-line marketing, (viii) violates reasonable regulations of Service Provider or other service providers, (ix) causes technical disturbances to the Service Provider Network, its partner networks or the network used by Client to access the e-mail Services, or violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or (x) assists, encourages or permits any persons in engaging in any of the activities described in this section. If Client becomes aware of any such activities, Client is obligated to immediately notify Service Provider and take all other appropriate actions to cause such activities to cease.

### **Content**

Client is responsible for all content that is transmitted, received and stored by Service Provider through Client's use of the Hosted Services. Service Provider takes no responsibility for content passing through or stored on the Service Provider Network, including but not limited to, viruses, mail floods or other disabling features, or content provided on third party websites that are

linked to by content passing through or stored on the Service Provider Network. Service Provider does not adopt, nor warrant the accuracy of, the content of any linked Web site and undertakes no responsibility to update the content. Use of any information obtained via the Service Provider Network is at Client's own risk.

**Consequences of Unacceptable Use**

Service Provider reserves the right to suspend or terminate Client's access to the Hosted Services upon notice of a violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of Client, shall be considered violations of this policy by Client.