

COMPANY ACCEPTABLE USE POLICY

Company's Acceptable Use Policy (the "**AUP**") sets forth restrictions that govern your use of the Service. Capitalized terms used, but not defined in this Acceptable Use Policy are defined elsewhere in the applicable Master Service Agreement (the "**Agreement**").

The terms "**You**" and "**you**" as used herein shall collectively refer to Client and Client's End Users. Client shall be responsible for all use of the Service, including without limitation all acts or omissions that occur under any End User Account.

PROHIBITED USES

You may use Company's Service only for lawful purposes and you may not, at any time, use the Service for any illegal, improper, or abusive purpose or in any way which interferes with our ability to provide the Service to other Clients, prevents or restricts other Clients from using the Service, or damages Company's or other Client's property or reputation. Prohibited uses include, but are not limited to:

- Creating a false identity, Caller ID identity ("ID spoofing"), forged email address or header, forged phone number, or otherwise attempting to mislead Company or others as to your identity, or the identity of the sender or the origin of any communication made using the Services, including through the use of the Service for proxy avoidance or anonymization;
- Accessing, tampering with, or using any non-public areas of the Service or Company's computer systems or the technical delivery systems of Company's providers;
- Attempting to probe, scan, or test the vulnerability of the Service or any related system or network or breach any security or authentication measures used in connection with the Service and such systems and networks;
- Accessing all or any portion of the Service by means of any crawler, scraper, bot, spider, or any other similar script or automated process;
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software provided with the Service, or otherwise circumvent any technological measure designed or used to protect or provide the Service;
- Behavior that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, or invasive of another's privacy;
- Sending unsolicited messages or advertisements, including but not limited to email, voicemail, faxes, text messages, or instant messages (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk email, voice mail, faxes., text messages or instant messages;
- Transmitting any material that contains or links to viruses, time bombs, trojan horses, worms, or any other programs that may be harmful or dangerous to the Service or any other user.
- Transmitting any material that may infringe the intellectual property rights or other rights of third parties;
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit or otherwise avoid any Acceptable Use Policy (including those of third parties); and
- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Service.

By using the Services, you understand and agree that:

- You are solely liable for any transmissions sent through the Service on your behalf, or that you receive through the Service, and that Company has no control over the content of any transmission;
- You must abide by the Agreement and all applicable additional Company policies and procedures and agreements related to the Services;
- You may not attempt to gain unauthorized access to the Service or other accounts, computer systems or networks connected to the Service;
- You may not use the Service in excess of the number of Users that you have paid for;
- You may not interfere with other Clients' or third-parties' use and enjoyment of the Service or use the Service in any manner which disrupts, prevents or restricts any other Client from using the Service;
- Your use of the Service to visit any third party websites must be in full compliance with the terms of use or other agreements governing such third party websites; and
- Your use of the Service is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising.

REASONABLE USE LIMITATIONS

Unusually high usage of the Service attributable to individual accounts may impair Company's technical or economical ability to provide the Services and/or indicate misuse of the Services. Accordingly, for all Services, reasonable use means that your use (or other's adoption of your usage pattern) of the Service does not cause, and is not likely to cause, in Company's reasonable discretion, any material adverse impact on Company's ability to provide the Service to you or other users.

VIOLATIONS OF THE ACCEPTABLE USE POLICY

Company will have the right to investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that, although Company has no obligation to monitor your access to or use of the Service, it has the right to do so for any reason, including to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. Company reserves the right at all times to disclose any Client Data in accordance with the Company Privacy Policy [<http://organizer.com/Organizer-PrivacyPolicy.pdf>] and the terms of the Agreement.

Except where prohibited by law, if you violate this Acceptable Use Policy, including but not limited to by excessive use of the Service, you hereby acknowledge and agree that Company may modify, suspend, terminate, disconnect or take any other reasonable action regarding your Service to prevent continued violation of this Acceptable Use Policy. Company will give notice of violations but Company reserves the right to act without notice only when necessary, as determined by Company in its reasonable discretion. Nothing in this AUP is to be construed to limit Company actions or remedies in any way with respect to any of the foregoing activities.

Client will indemnify and hold Company harmless from any claim brought by third parties relating to Client's or User's use of the Services. You must defend and pay all damages and costs (including legal fees) arising from such claims. You must

immediately notify Company of any claim or potential claim, within the Client's knowledge, involving the Client related to the Services.