

## ACCEPTABLE USE POLICY

All products services provided by Infusion Software may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States Federal, State or local law is strictly prohibited. Customer agrees to indemnify and hold harmless Infusion from any claims resulting from Customer's use of the service which damages Customer or any other parties, including attorney's fees.

Infusion will not be liable for any interruptions in service or other monetary loss related to a violation of this Acceptable Use Policy.

1. **Services Provided.** Infusion provides Customer with Web-based sales and marketing automation software that includes e-mail, fax, voice broadcast, e-commerce and affiliate functionality. All services provided must be used by Customer in compliance with this Acceptable Use Policy.
2. **Customer Obligations.** Customer agrees to use Infusion's services in a manner that is legal, ethical and in conformity with community standards and to respect the privacy of others. More specifically, Customer agrees to abide by Infusion's requirements governing the use of the various components of Infusion's services, as described below.
  - a. **E-Mail.** Infusion strictly prohibits any involvement in Unsolicited Commercial E-mail campaigns (UCE, more commonly called "spam"). Infusion maintains a Zero Tolerance policy against spam, be it direct, indirect, or through any affiliate or agent acting on the Customer's behalf. Infusion expects Customer to have proof that all individuals in the Customer's database have opted in or otherwise agreed to receive communications from Customer. All lists used in conjunction with the services provided by Infusion are required to be 100% opt-in lists. *This means that the individuals on the list have agreed to receive information from YOUR COMPANY. The practice of purchasing or renting lists of names and sending e-mails to those people is strictly prohibited.* Furthermore, in accordance with CAN-SPAM Legislation, all e-mail messages sent using Infusion's services must have an opt-out link, must include a valid physical address of the sender and must contain a clear subject line that does not mislead the recipient as to the contents of the e-mail. Customers are advised to consult their own attorney to ensure compliance with all Federal, State and local laws.
  - b. **Fax.** Infusion strictly prohibits the use of its faxing services for illegal purposes. Customer agrees that all faxing services provided by Infusion will be used only for proper legal purposes and in a lawful manner. *Customer must have express permission from each recipient in order to send faxes to that recipient.*
  - c. **Voice Broadcast.** Infusion strictly prohibits the use of its voice broadcasting services for illegal purposes. Customer agrees that all voice broadcast services will be used only for proper legal purposes and in a lawful manner. *Customer may not send voice broadcasts to any individual listed on the National Do Not Call Registry, unless Customer has express permission from the recipient to receive voice communications from Customer.* Infusion's

voice broadcast service will automatically block voice messages to individuals on the Do Not Call Registry. In order to supercede that block, Customer must provide evidence that intended recipients on the Registry have agreed to receive voice communications from Customer.

- d. E-commerce. Infusion provides e-commerce services including Web forms, sale forms, tracking links, order pages, etc. Customer agrees not to use unsolicited communications to direct traffic, through any method whatsoever, to any link or any page that references Infusion. This means that Customer may not send unsolicited communications (whether through Infusion's Services or other communication methods) which direct individuals to any Infusion e-commerce services that reference Infusion Software.
  - e. Affiliates. Any and all of Customer's affiliates are bound by the terms of this Acceptable Use Policy. Customer is responsible for ensuring that his or her affiliates are refraining from any unsolicited communications involving the Infusion services. Customer's failure to ensure his or her affiliates' compliance with this Acceptable Use Policy will be found in violation of the Policy and will be subject to the penalties stated in this Policy.
  - f. Privacy Policy. Customer must publish, enforce and abide by a privacy policy which protects its customers' personal information in its possession or under its control. Such privacy policy at a minimum must be as stringent as Infusion's privacy policy which is published at <http://www.infusionsoft.com/ns/docs/PrivacyPolicy.pdf>. In particular, Customer agrees that it will not sell, loan, joint venture or in any way pledge or hypothecate the personal information of its customers to any other person or entity.
3. **Violations and Penalties**. Customers who fail to comply with the terms of this Acceptable Use Policy will be subject to the following penalties, including, but not limited to, termination of service.
- a. Complaints. A \$50 administration fee will be immediately charged to Customer's account for each complaint of spam or unauthorized communication that Infusion receives involving Customer's account. This non-refundable administration fee goes toward disputing the complaint with the complainant, the reporting service or "black list" service, and resolving the complaint. One "free" complaint per month will be allowed for each Customer.
  - b. Notice of Complaints. Upon receiving a complaint, Infusion will notify Customer of said complaint and investigate the validity of the complaint. If Customer does not take immediate remedial action to rectify the situation, Infusion may temporarily suspend Customer's service until Customer has resolved the situation to Infusion's satisfaction.
  - c. Disputing Complaints. After Infusion notifies Customer of a complaint involving his or her account, Customer will have the burden of proof to demonstrate to Infusion that the complaining individual did, in fact, agree to receive communications from Customer. If Customer cannot demonstrate to Infusion that the complaining individual agreed to receive communications

from Customer, the complaint will be deemed a "Confirmed Violation" of this Acceptable Use Policy.

- d. Confirmed Violations. A \$250 administration fee will apply, and termination of service may apply, in the event Infusion conclusively determines that Customer sent an unsolicited communication to a recipient who did not agree to receive communications from Customer.
  - e. Blatant, Widespread and/or Repeated Violations. In accordance with its Zero Tolerance Spam Policy, Infusion will immediately terminate the account of any Customer found to be involved in a spam campaign or other widespread or repeated violation of this Acceptable Use Policy. Furthermore, such Customer will incur a \$500 penalty and all information contained in Customer's account will be forfeit, with no consideration of retrieval. Customer will be held accountable for any monetary damages suffered by Infusion, sustained through contravention of this Policy. Such monetary damages may include, but are not limited to, loss of Web/Domain host, any costs incurred securing further Web/Domain hosting and punitive damages related to lost clients and revenues due to said violation. The determination of what constitutes a "blatant, widespread and/or repeated violation" of this policy will be determined by Infusion in a reasonable manner.
4. **Reservation of Rights**. Infusion reserves the right to terminate Customer's account for any violation of this Acceptable Use Policy. Furthermore, Infusion reserves the following rights.
- a. Questionable Practices. Infusion may terminate Customer's account if Customer engages in any practice that is, in Infusion's sole discretion, unlawful, obscene, threatening, abusive, libelous or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
  - b. Change of Terms and Conditions. Infusion reserves the right to change the terms and conditions of this Policy, as needed. Use of Infusion's services by Customer after said changes constitutes Customer's acceptance of the new Policy.