

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “AUP”) is incorporated by reference in your Master Service Agreement (“MSA”). Your use of Services under the MSA is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the MSA.

Agility may add, delete or modify any provision of this AUP at any time without notice, effective upon posting of the modified AUP on Agility’s website. You are expected to check the AUP from time to time and take notice of any changes that Agility makes as they are legally binding on You.

Agility may suspend or terminate Your Services or any portion of Your Services without notice if it determines, in its sole discretion, that You are in violation of the AUP. No credit will be available under Your Service Level Agreement (“SLA”) for interruptions of Services resulting from AUP violations.

Under this AUP, “You” and “Your” shall also mean any User of your Account. You acknowledge and agree that that it is Your sole responsibility to access and use the Services in a lawful manner and in compliance with this AUP, and to ensure that Your Users comply with this AUP. You agree to indemnify, defend and hold harmless Company and its Third Party Suppliers from any Claim arising out of Your use of Services in violation of this AUP.

You shall not:

- i. Access or use the Services or any portion of the Services in contravention with any Applicable Law. This includes:
 - a. generating or facilitating unsolicited bulk or commercial email in violation of the CANSPAM Act or any other laws and regulations applicable to bulk or commercial email, or violating the terms and conditions Agility’s No-Spam Policy;
 - b. violating the terms and conditions, or policies of any other network which You access using the Services;
 - c. violating or misappropriating any third-party rights, including but not limited to privacy rights and intellectual property rights;
 - d. intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
 - e. using the Services to publish, distribute or store any content or links to any content that Agility determines to be illegal, harmful, offensive, hateful, threatening, abusive, harassing, libelous, defamatory, malicious, obscene, deceptive, fraudulent, tortious, excessively violent, promoting or soliciting an illegal activity, or promoting discrimination based on race, gender, religion, disability, sexual orientation, or age;
 - f. using the Services for any illegal, offensive, harmful, invasive, infringing, defamatory, discriminatory, misleading, or fraudulent purpose;
 - g. altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services;

