

ACCEPTABLE USE POLICY

BCM One, Inc., (“BCM One”) has created this Acceptable Use Policy (“AUP”) in an effort to promote responsible use of our network, systems, website, products, services and solutions (“BCM One Services”) by our clients and other end users of the BCM One Services (hereinafter “Users”). If you have a service agreement with BCM One, this AUP is to be used in conjunction with those terms. Due to the fact that BCM One offers many different specialized services, additional product terms and service specific terms may also apply. Any such terms will be available as part of your Service Agreement with BCM One and will govern those services. If there is a conflict between your Service Agreement and this AUP as to governing law or warranties and disclaimers, your Service Agreement will govern. By using or accessing BCM One Services, all Users agree to be bound by and adhere to the terms of this AUP.

In addition to any other agreements between Users and BCM One, this AUP explains the policies that govern Users access to and use of the BCM One Services, including the actions that BCM One may take, within our sole discretion, for any use that we deem unacceptable. BCM One reserves the right to modify this AUP in its discretion, at any time and any such modification shall be effective upon posting to this website. Any use of BCM One Services after such modification shall constitute an acceptance of the modifications made.

Prohibited Conduct

BCM One’s Services may only be accessed and used for lawful purposes. All Users are responsible for any transmission it sends, receives, posts, accesses, or stores using the BCM One Services, including the content of any communication, with or without the Users consent. Additionally, transmitting, distributing or storing any material that violates any federal or state laws or regulations, or any industry or community standard are strictly prohibited. Accordingly, Users may not:

1. Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of others, nor relay communications through any third party servers without the owner’s authorization.
2. Probe, scan or test the vulnerability of our system or the BCM One Network without BCM One’s prior written consent.
3. Interfere with the BCM One Services or another’s use of the BCM One Services in any way.
4. Infringe the intellectual property rights or other proprietary rights including, without limitation material protected by copyright, trademark, patent, trade secret or other intellectual property right.
5. Violate the rules, regulations or policies that apply to any third-party network, server, or computer database that is accessed by any User.
6. Disseminate or post material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasion of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
7. Offer or disseminate fraudulent goods, services, schemes, or promotions (e.g.: pyramid schemes)
8. Disseminate or post harmful content, including, without limitation, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer or other programming routine that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.
9. Email spamming (or mailbombing) is strictly prohibited. Accordingly, Users may not transmit (a) unsolicited advertisements, commercial e-mail messages or promotional messages, (b) unsolicited informational announcements of any kind; (c) chain mail, (d) numerous copies of the same or substantially similar messages,

(e) messages which contain no substantive content, (f) empty messages, or (g) large messages or files that disrupt a server, account, newsgroup or chatservice.

10. Use BCM One Services to violate email, telemarketing or telecommunications laws, rules or regulations, or in a manner that has a negative effect on our network or service delivery (including, without limitation, by the use of mass dial or pre-recorded calling applications in violation of law or regulation; overloading servers; violating caller-ID regulations; causing any portion of BCM One's network to be blocked by other network providers; generating unresolved third-party complaints or complaints, which in BCM One's sole discretion, impose an unreasonable administrative burden on BCM One).
11. Users may not upload, post or otherwise distribute or facilitate distribution of any email that contains any viruses, corrupted files, or any other similar software or programs that may damage the BCM One Network or the operation of any other computer.
12. Use any forged, false or misleading number identity, email header, invalid or non-existent domain names in email or postings or employ techniques to hide, obscure or counterfeit the source of an email or posting.

Network Security

Users may not violate the security of the BCM One's Network in any way and such violations may result in criminal or civil liability. If any such violations are reported, uncovered, or suspected, BCM One may investigate and cooperate with law enforcement and all Users agree to cooperate in any such investigation.

BCM One reserves the right to take all available legal and technical steps to prevent all Prohibited Conduct and protect its Network Security, including the right, without prior notice, to monitor content and traffic patterns, perform vulnerability tests on systems residing on our IP address space, or to quarantine servers or User accounts if circumstances require. Such testing may include, but is not limited to, testing of mail and Internet servers or proxy servers for unrestricted third party relaying. BCM One will use commercially reasonable efforts to ensure that such testing will not adversely affect BCM One Services or compromise service performance or the security of the networks. Users may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Content

"Content" means any communication or information that may be generated, stored, cached, copied, published, transmitted or otherwise used by or made available by any User or through any Users use of the BCM One Services, including but not limited to websites, software, data, documents, photographs, videos and messages.

Subject to the terms of any agreement with BCM One, BCM One does not claim any right or interest in User's Content and assumes no responsibility of any kind for User's Content. Custody, possession, control, and security of all of User's Content, regardless of its nature, are User's sole responsibility, and User is liable in all aspect for its Content. Users may not use the BCM One Services to download, publish, distribute, or otherwise copy or use any Content in any manner protected by copyright law. Users use of the BCM One Services is not edited, censored or otherwise controlled by BCM One, however BCM One does reserve the right to remove content, disable sites, or suspend or terminate any BCM One Service if BCM One determines, in its sole discretion, that Content or User practices are harmful, offensive, or otherwise in violation of law, applicable BCM One Service terms or this AUP.

Violations, Investigation Enforcement

All Users must adhere to the terms of this AUP. BCM One shall have the right, but is not obligated to enforce this AUP through all legal means. Any User who violates this AUP may be subject to warning, followed by suspension and/or termination of the BCM One Service if the violation does not cease. BCM One may immediately suspend or terminate the affected BCM One Service with or without notice if BCM One reasonably determines (in BCM One's sole discretion) that a violation of the AUP has occurred, and/or such violation exposes BCM One to civil or criminal liability, including any Users whom BCM One becomes aware has engaged in such activity multiple times. BCM One further reserves the right to conduct investigations into fraud, or other violations of this AUP, or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user BCM One deems responsible for the wrongdoing.

BCM One may also access and disclose any information (including transactional information) related to any Users access and use of the BCM One Services for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (subpoena compliance); (3) protecting BCM One's rights or property and those of our customers; or (4) protecting users of those services and other providers from fraudulent, abusive, or unlawful use of or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THIS AUP, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF ANY USER MAY BE CONSIDERED TO BE BREACHES OF THIS AUP BY SUCH USERS.

Disclaimer of Warranties and Liability

ALL USERS UNDERSTAND THAT EACH IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH BCM ONE'S NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO USERS THROUGH BCM ONE'S NETWORK IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." BCM ONE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND PARENT, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH BCM ONE'S NETWORK. USERS ACCESS SUCH CONTENT OR INFORMATION AT THEIR OWN RISK. BCM ONE DOES NOT GUARANTEE THAT THE NETWORK WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL BCM ONE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENT OR AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO ANY USER OR ANYONE ELSE FOR ANY DAMAGES FROM USE OF THE BCM ONE NETWORK THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM USERS USE OF THE NETWORK, ANY SERVICES OFFERED THROUGH THE NETWORK, OR ANY TRANSACTION PERFORMED THROUGH THE NETWORK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF KNOWN BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. ALL USERS AGREE THAT THE AGGREGATE LIABILITY OF BCM ONE, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE BCM ONE NETWORK WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL USERS. IN SUCH STATES, THE LIABILITY OF BCM ONE, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Governing Law

All matters arising out of and relating to this AUP shall be governed by the laws of the State of New York without regard to its choice of law principles. Users hereby irrevocably submit to the jurisdiction of any state or federal court located in the County of New York, State of New York, in any action arising out of any alleged breach of this AUP or in any way connected with the subject matter hereof, waiving any objection to forum non conveniens and personal jurisdiction. Users are responsible for ensuring that its conduct is at all times in compliance with all applicable laws, rules and regulations.

Indemnification

Users agree to indemnify, defend and hold harmless BCM One, its officers, directors, employees, agents, affiliates, shareholders, licensors, and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this AUP by Users; (2) any violation of any rights of a third party by Users; (3) any violation of applicable law; (4) information or content that User submits, posts, transmits or makes available through the BCM One Network; or (5) Users use of the BCM One Network.

Privacy Policy

Please review BCM One's Privacy Policy at www.bcmone.com.legal/Privacy_Policy_2014.pdf. This Privacy Policy as referred to herein is made part of this AUP.

Miscellaneous

BCM One's failure to enforce strict performance of any provision of this AUP will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this AUP. BCM One may assign its rights and duties under these terms to any party at any time without notice to Users. If any provision of this AUP is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

Complaints

To report a violation of this AUP or an abuse of BCM One Services, please email BCM One at: abuse@bcmone.com.