



ActiveProspect Acceptable Use Policy (v2009.10)

1. General. This Acceptable Use Policy ("AUP") addresses requirements applicable to Your use of ActiveProspect product(s) (the "**Service**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Terms of Use.

2. Appropriate Use. You may only use the Service for lawful purposes. You are solely responsible for ensuring that Your Data and Content and Your use of the Service provided to You will comply at all times with all applicable laws and regulations. You will not engage in any illegal activities or make or knowingly permit or facilitate any illegal or unauthorized use of any information collected through the Service. You may not use the Service in connection with any (a) infringement or misappropriation of any copyright, trademark, patent, trade secret or other intellectual property rights; (b) defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; (c) promotion of violence, hatred, or racial or religious intolerance; or (d) any other offensive, harassing or illegal conduct. ActiveProspect will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity, including, but not limited to, illegal transfer or publication of copyrighted material.

3. Responsibilities

3.1 Your Data and Content. You understand and agree that, for the purposes of applicable law, ActiveProspect is an online service provider, and for the purposes of any content placed on the Service by You, on Your behalf, or by any third parties in response to Campaigns, You are an information content provider. You accept sole responsibility for all Your Data and Content. You acknowledge that ActiveProspect exercises no control over the information passing through the Service, and that ActiveProspect assumes no responsibility for Your Data and Content.

3.2 Liability. If You breach the terms of Sections 3, 6, 7, or 8, notwithstanding any limitation of liability in the Terms of Use or other agreement with ActiveProspect, if any, You shall be solely responsible for all remedial actions and costs related to such violation(s), including but not limited to, compliance efforts and costs associated with statutory obligations or government investigations. Except for any direct damages caused by ActiveProspect's negligence or willful misconduct, ActiveProspect shall have no liability for any damage to, or loss or theft of, Your Data and Content. If Your Data and Content is damaged, lost or stolen as a result of ActiveProspect's negligence or willful misconduct, then ActiveProspect shall be liable to You only for Your documented out-of-pocket expenses incurred to recreate such data. Under no circumstances will ActiveProspect be considered the official custodian or record keeper of Your Data and Content for regulatory or other purposes.

4. Prevention of Malware. You will use commercially reasonable efforts to ensure that Your Data and Content does not contain malicious software such as computer viruses, "Trojan horse" software, or logic bombs ("Malware") which might cause damage to ActiveProspect or third-party computer systems or otherwise make modifications to those systems not authorized by their owners.

5. Privacy Policy. Your privacy policy shall describe the types of personal information You collect, how You use such information, whether such information is shared with third parties, and how any third parties use shared information. You are solely responsible for ensuring that Your privacy policy complies with all relevant legal requirements associated with its end users.

6. Personal Information. You shall not use the Service to:

- (a) collect, or attempt to collect, personal information about third parties without their knowledge or consent;
- (b) collect or store account numbers from credit cards, debit cards, bank accounts or other financial systems;
- (c) collect or store U.S. Social Security Numbers or other personal identification numbers issued by other governments;
- (d) collect, store or otherwise handle personal information in violation of any applicable law, including without limitation the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Children's Online Privacy Protection Act of 1998 ("COPPA"), or the EU Data Protection Directive 95/46 and implementing legislation; or
- (e) collect, store or otherwise handle personal information in violation of Your privacy policy.

7. System and Network Security. ActiveProspect strictly prohibits the use of the Service to violate the security of ActiveProspect's system or network or any other system or network, including, without limitation, unauthorized access (often known as "hacking") to, monitoring of, probing, or interference with, computers or networks, distribution of Malware, interfering with Service, such as through denial of service attacks, load or stress testing, or other activities which are destructive of or intentionally place abnormal demands on the ActiveProspect Service. You may not through action or inaction permit others to use its systems for illegal activities or to violate the terms of this AUP.

8. Restrictions on Use of Service.

8.1 Purpose. Use of functionality within the Service and activities using such Service must substantially conform to the general nature and intended purpose of such Service as set forth in published Service descriptions and documentation.

8.2 Automation. If You allow automated software ("Automation") to make use of the Service, whether via an Application Programming Interface ("API") or Web Service ("WS") designated for such purpose by ActiveProspect or otherwise., You agree to comply with any restrictions which ActiveProspect may, in its sole judgment, reasonably place on the quantity and nature of any usage of the Service by Your Automation.

9. Enforcement of AUP. ActiveProspect, in its sole discretion, will determine on a case-by-case basis reasonable action to be taken in response to violations of this AUP. You shall cooperate with ActiveProspect in investigating complaints about potential violations and in taking any corrective action that ActiveProspect deems necessary to correct an impermissible use of the Service by You. Corrective actions may include, but are not limited to:

9.1 For Service Use.

- (a) suspending access to part or all of the Service;
- (b) restricting or suspending access to APIs or Web Service by Your Automation; and
- (c) terminating the Agreement for breach.

9.2 For Your Data and Content.

(a) removing any Your Data and Content from the Service that ActiveProspect determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party ("Suspect Content"). In the event that ActiveProspect intends to remove Suspect Content from the Service, ActiveProspect shall provide written notice to You indicating ActiveProspect's basis for classifying

Your Data and Content as Suspect Content and its basis for engaging in any such removal actions. You may either (i) concur that removal is warranted and make the required changes or (ii) notify ActiveProspect that You intend to contest the removal request and agree to indemnify ActiveProspect against any third party claims related to the Suspect Content. ActiveProspect may remove the Suspect Content itself in the event that You fail to respond to ActiveProspect's notice of intent to remove within two (2) business days.