



Acceptable Use Policy

1. ACCEPTABLE USE POLICY

1.1. Cerulean Shipping has published this acceptable use policy ("AUP") in an effort to enhance the use of the Internet by promoting responsible use and in an effort to provide a reliable, high-quality service to its clients. In that regard, Cerulean Shipping requires its clients and other third-party users (collectively, its "Members") to utilize Cerulean Shipping Services, as defined below, and network responsibly and in compliance with all applicable laws and the terms of this AUP.

1.2. Cerulean Shipping reserves the right to modify this AUP at any time, effective upon posting of the modified AUP to www.ceruleanshipping.com. By purchasing and using the Services, and thereby accepting the terms and conditions of the Cerulean Shipping General Terms of Sale, you agree to abide by this AUP as modified from time to time. Your continued use of the Services after posting of the modified AUP will be considered acceptance of any and all changes to the AUP.

2. YOUR GENERAL RESPONSIBILITIES

2.1. The Services enable you to purchase and create shipping orders online. You may ship any item(s) however, Cerulean Shipping reserves the right, but undertakes no duty or obligation, to do so and decide whether any item of Content, as defined below, complies with this AUP. Cerulean Shipping provides the Services with the goals of (a) maintaining an image and reputation of Cerulean Shipping as a responsible provider of the Services and (b) encouraging the responsible use of shipping services and discouraging illegal uses of such resources. Consequently, Cerulean Shipping expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and

responsibility, and to be familiar with and practice good Internet etiquette, in furtherance of the above stated goals.

2.2. VIOLATION OF ANY ASPECT OF THIS AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM CERULEAN SHIPPING. YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, INDIVIDUALLY IDENTIFIABLE INFORMATION, PERISHABLE GOODS, PERSONAL ITEMS, AND CHEMICAL PRODUCTS.

2.3. Cerulean Shipping may contact you from time to time. Cerulean Shipping's principal mode of contact is through email. It is your sole responsibility to ensure that your contact information with Cerulean Shipping is accurate and kept up to date in our customer portal.

3. ILLEGAL OR HARMFUL USE

3.1. The following list sets forth examples of prohibited uses of Cerulean Shipping Services. This list is not, and is not intended to be, inclusive of all prohibited uses of the Services:

3.1.1. Infringement. Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos. For procedures to report infringement, see Section 8 below.

3.1.2. Offensive Materials. Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

3.1.3. Export Violations. Receiving or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.

3.1.4. Harmful Content. Disseminating harmful content including, without limitation, explosives of any manor, viruses and diseases that may cause harmful effects.

4. SYSTEM AND NETWORK SECURITY AND INTEGRITY

4.1. Violations of Cerulean Shipping's or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal and civil liability. Cerulean Shipping may, in its sole discretion, investigate incidents involving such violations. Cerulean Shipping may, in its sole discretion, involve and cooperate with law enforcement if Cerulean Shipping suspects a criminal violation. Examples of server, system or network security violations include, without limitation, the following:

4.1.1. Hacking. Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express written authorization of the owner of the system, server or network.

4.1.2. Interception. Unauthorized monitoring of data or traffic on any network, server, or system without express written authorization of the owner of the system, server, or network.

4.1.3. Intentional Interference. Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

4.1.4. Falsification of Origin. Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.

4.1.5. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as timing out specifications.

4.1.6. Failure to Safeguard Accounts. Failing to prevent unauthorized access to accounts, including any account passwords.

5. E-MAIL

5.1. You may not distribute, publish, or send any of the following types of e-mail through the use of the Services:

5.1.1. Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails;

5.1.2. Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form;

5.1.3. Harassing e-mail, whether through language, frequency, or size of messages;

5.1.4. Malicious e-mail, including without limitation "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or

5.1.5. E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

6. RECOMMENDED CLIENT CONTROLS

Cerulean Shipping's controls are designed with the assumption that our clients implement certain controls to assure the security of their data. The following are controls that Cerulean Shipping believes customer organizations should implement to assure secure access to their data:

6.1. Controls should be established to ensure that you only authorize employees to be granted access to the Cerulean Shipping system.

6.2. Controls should be established to ensure written notification for terminated employees is communicated to Cerulean Shipping HR in a timely manner to restrict unauthorized access to the facility.

6.3. Controls should be established to ensure client packages are physically secured at all times to restrict unauthorized access.

6.4. Controls should be established to ensure all individuals with active access to client space are valid.

6.5. Controls should be established for clients in facilities to ensure adequate environmental controls, physical controls, and monitoring of equipment is in place to mitigate the risk of environmental threats, unauthorized access and system downtime.

6.6 Client access passwords should not be written down, if done so they should not be placed in locations easily seen. Character length should be not be any less than nine characters to limit ease of brute force attacks.

6.7 If you suspect your account has been tampered with, contact Cerulean Shipping help hotline, and attempt to immediately replace passwords and check other accounts you suspect may be affected by the matter.

7. REPORTING VIOLATIONS OF AUP

Online Tech requests that anyone who believes that there is a violation of this AUP direct the information to support@onlinetech.com. If available, please provide the following information: IP address used to commit the alleged violation; date and time of the alleged violation, including the time zone or offset from GMT; evidence of the alleged violation. Cerulean Shipping may, in its sole discretion, investigate any violation reported.