



Acceptable Use Policy

Summary

This Acceptable Use Policy (AUP) defines the terms of use that users are allowed and disallowed while using the GoSecure services (described below). Here is a list of the services offered by GoSecure and their descriptions.

- Secure Email to secure inbound/outbound email from spam, malware, phishing and other attacks.
- Email DLP to enforce compliancy rules on outbound email and attachments.
- Email Encryption to securely deliver email using park-n-pull encryption based on user-designated and rules-based routing.
- Email Continuity to provide an alternative to a corporate MTA for SMTP transactions during maintenance windows or disasters using a hosted webmail interface and temporary MTA.
- Email Archive to ensure that all messages are stored for retrieval, compliance and disaster recovery off-site.
- On-premises Web Security to ensure that end-users are surfing the web without browsing inappropriate sites based on the iGuard database and to prevent malware from delivery to end-users' workstations and other systems routed through the local network (such as, devices using VPN or local WiFi).
- Remote Web Security to enforce web security policies on Windows and OSX remote users using a service, which is a hybrid of hosted, client and on-premises components.

Purpose of the AUP

Purpose of this AUP is to define a framework of acceptable uses for products and services maintained and sold by GoSecure. This framework will set expectations of what constitutes

acceptable use with regard to the services described above and define what behavior and use of these services will and will not be tolerated by GoSecure.

Related Documents

EULA – The End-User License Agreement is displayed and acknowledged during the provisioning/installation procedures for all GoSecure products and services. The current EULA can be found at www.gosecure.net/eula.

SLA – Service Level Agreement describes the level of services offered by GoSecure to customers who purchase products and services from GoSecure and its designated agents/resellers. The current SLA can be found at www.gosecure.net/sla.

There are terms and conditions associated with the sale and/or renewal of GoSecure products and services. In addition, customers may have agreements with designated resellers, managed service providers or other affiliates. This AUP does not change the terms prescribed by those other agreements.

GoSecure supports customers' privacy. The current privacy policy can be found at www.gosecure.net/privacy-policy.

Service Information

Description of Services

1. Customers can connect from any computer located on and off premises to multi-tenant systems located at GoSecure controlled data centers. Customers may install computer equipment/software depending on the product or service. If customers manage and/or own their email server(s), then those servers connect to GoSecure data centers to receive/send emails that are scanned, routed, etc. Web traffic is scanned at end-points or at the edge of the local network depending on the deployment.
2. The services covered by the AUP are listed below:
 - Products and services
 - Secure Email
 - Email DLP

- Email Encryption
- Email Continuity
- Email Archive
- On-premises Web Security
- Remote Web Security
- Prerequisites
 - This AUP applies to all users of these products and services regardless of account standing.
 - This AUP is not pre-empted by SLA, EULA or privacy policy.

Acceptable Use

Content

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. GoSecure cannot guarantee the authenticity of any Content, sender, user or data, which users may provide about themselves. You acknowledge that all Content accessed by you using these services is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting there from. For purposes of this AUP, the term "Content" includes, without limitation, any location information, media files, comments, personal information, data, text, photographs, software, scripts, graphics, and other information otherwise made accessible by GoSecure on or through these services. Content added, created, uploaded, submitted, distributed, or posted to these services by users is collectively referred to as, "User Content."

User Submissions

You represent and warrant that you have not violated copyright laws, other infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

You understand that all information privately transmitted through these services is the sole responsibility of the person from which such Content originated; that GoSecure will not be liable for any errors or omissions in any Content; and that GoSecure cannot guarantee the

identity of any other users with whom you may interact in the course of using these services.

When you delete content, it will be removed from these services. However, you understand that any removed User Submissions may persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your User Submissions.

Rules and Conduct

As a condition of use, you promise not to use these services for any purpose that is prohibited by the EULA or this AUP. You are responsible for all of your activity in connection with these services. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a)take any action or (b)upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through these services, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by GoSecure in its sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- involves activities (whether or not for profit) such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment

or to damage or obtain unauthorized access to any system, data, password or other information of GoSecure or any third party;

- impersonates any person or entity, including any employee or representative of GoSecure;
- includes anyone's identification documents or sensitive financial information; or
- breaches the Privacy Policy, the EULA and/or any of the other policies and rules incorporated herein.

GoSecure does not guarantee that any Content or User Submissions (as defined above) will be made available through these services. GoSecure has no obligation to monitor Content or User Submissions. However, GoSecure reserves the right to (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if GoSecure is concerned that you may have violated this AUP or EULA), or for no reason at all and (ii) to remove, suspend or block any User Submissions from these services. GoSecure also reserves the right to access, read, preserve, and disclose any information as GoSecure reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this AUP, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of GoSecure, its users and the public.

Termination of the AUP

GoSecure reserves the right to amend or cancel this AUP at any time, at its sole discretion, effective 30 days after giving email notice. If a user or customer objects to the AUP changes, he/she may terminate services immediately.