



CMC Dataworks, Inc.

ACCEPTABLE USE POLICY

By subscribing to our iCCE Enterprise Software services, you agree to abide by this Acceptable Use Policy in addition to the terms and conditions contained in any written subscription or similar agreement (a "Written Agreement") between you and us. If there is a conflict between the Written Agreement and this AUP, then the Written Agreement will govern.

Your utilization of our iCCE Enterprise Software services constitutes your express agreement to abide by this Acceptable Use Policy (the "Rules, as the same may be changed from time-to-time by us, at our sole and absolute discretion). These Rules are designed to enhance the quality of our services and to protect our customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. These Rules apply to all of our customers. We hope and expect that common sense and good judgment will guide all of our customers' use of our services. Even with these Rules in effect, minors should be supervised when using the Internet. Adults and minors should be aware of what is on the Internet and to understand the concept of what is accepted and what should be avoided. The following non-exhaustive list details the kinds of illegal or harmful conduct, which are prohibited. We reserve the right to restrict or prohibit any and all uses of our services or content on your Web site and to remove such materials, including your website, from our servers at any time we determine in our sole discretion that such content or materials violates this Agreement, is illegal, or is harmful to our servers, systems, network, reputation, good will, other customers, or any third party. Depending on the severity of the violation and the history of your account, we may take any reasonable disciplinary action we determine in our sole and absolute discretion, including, but not limited to, one or more of the following actions: (a) issuance of a verbal or written warning; (b) suspension of your account; (c) termination of your account; (c) billing for administrative and legal costs and fees and/or reactivation costs. All of the foregoing rights are cumulative, and the exercise of any right at any time shall not preclude the exercise of any other right, or the same right, at any other time for the same violation or any subsequent violation.

Illegal or Improper Activities. You may not use our services or servers in any manner in violation of any state, local or federal law of the United States of America, or any of our states or which in any manner is in violation of any applicable local or national law of any country. Such violations and activities include, but are not limited to, violations of U.S. or other applicable foreign export laws or restrictions including the U.S. Export Administration Act and accompanying regulations, posting or trafficking in government secrets, providing any information to in any way assist or encourage any terrorist activities, providing any information concerning nuclear or biological weapons or other weapons of mass destruction, posting or trafficking in obscene material, solicitation of a minor or others for illegal acts, dealing drugs, harassment, fraud, stalking, abuse, or other subject matters that are prohibited under applicable federal, state, local or foreign law.

Dangerous Activities. You may not use our services or servers to post or disseminate in any manner, any information or material which may be dangerous, damaging or injurious to persons or property or which, directly or indirectly, may be used to create danger, damage or injury to persons or property.

Infringement. You may not use our services or servers in any manner which infringes the intellectual property rights or other proprietary rights of any third party 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.



Fraudulent Activities. You may not offer or disseminate fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes, ponzi schemes), or furnish false data on any signup form, contract or online application or registration, or fraudulently use any information obtained through the use of our servers or services, including without limitation use of credit card numbers.

Offensive Subject Matter. You may not use our services or servers for transmitting, disseminating, sale, storage or hosting subject matter that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, filthy, excessively violent, harassing, threatening, hateful, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable. You may not use our services or servers to conduct any sexually oriented business or disseminate pornographic pictures, videos, banners, text or any similar material. You may not use our services or servers to threaten bodily harm or destruction of property.

Harmful Activities. You may not use our services or servers for disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Tortuous Activities. You may not use our services or servers for any tortuous conduct, including, but not limited to, posting defamatory, libelous, slanderous, scandalous, or private information about a person or company without their consent; intentionally inflicting emotional distress; making unlawful threats; stalking, interfering with any contract or prospective economic relations; engaging in fraud or deception; engaging in sexual or other harassment; or for violating any patents, trademarks, copyrights, or other intellectual property rights.

Abusive Activities. You may not use our services or servers for any abusive activities on the Internet, including, but not limited to, activities such as using a non-existent email return address, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), or allowing spamming by third parties to promote a website, trolling (posting outrageous messages to generate numerous responses), mail-bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, 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 or to breach the security thereof), spoofing (any attempt to impersonate any person or otherwise deceive or mislead through alteration of headers); deletion of author attributions, legal notices, or proprietary designations in an effort to deceive or mislead; forging or altering any TCP-IP packet header, email header or any part of a message header, using manual or electronic means to avoid any use limitations on you use of our servers such as timing out; sending or disseminating harassing email or chain letters; or use of flames (hostile attacks or invectives aimed at a group or an individual).

Misuse of System Resources. You may not engage in any uses or activities that misuse our services, servers or system resources, including, but not limited to employing or posting programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for your own account; or resale of access to CGI scripts installed on our servers.