

**Smart Online, Inc.**  
**Acceptable Use Policy ("AUP")**

This Acceptable Use Policy ("AUP") sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of any system or service created, developed, sold, licensed, delivered, supplied or performed by Smart Online, Inc. ("SmartOnline"), whether directly or through another party, and under a signed Master Services Agreement, Web Services Agreement, or otherwise (each a "SmartOnline Service"). This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of SmartOnline with such parties, and SmartOnline intends it to be interpreted for such purpose.


Each entity and individual providing services with or using or accessing a SmartOnline Service ("User") agrees to abide by this AUP and is it is responsible for violations of this AUP. SmartOnline will enforce this AUP by using, without limitation and in its discretion, auditing methods to ensure compliance with this AUP. SmartOnline is not responsible for the content placed by the User on a SmartOnline's systems(s) ("Systems" or "Portal System").

User shall promptly notify SmartOnline in writing of any known or suspected violation of this AUP by any its personnel or any other entity or individual, using the then-current business and/or technical contact information established between SmartOnline and User.

1. User may not use a SmartOnline Service to directly or indirectly send, transmit, handle, distribute or deliver: (a) unsolicited email ("spam" or "spamming") in violation of the CAN SPAM Act (defined below) or any other law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting) and agrees to demonstrate consent to marketing upon SmartOnline's request; or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may User assist in any such actions, nor engage or enlist another to do so. Commercial email must not be sent to an individual's e-mail address unless one of the following situations exists:
  - a. Prior affirmative consent of the individual has been obtained, as defined by the CAN SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), 15 U.S.C. sec. 7701 et seq. (the "CAN SPAM Act"); or

- b. Transmission of the Email is otherwise in compliance with the CAN SPAM Act; or
  - c. Prior consent of the individual has been obtained as defined by the European Commission Privacy and Electronic Communications Directive (EU Privacy Directive) or Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).
2. In addition, and without limitation to any preceding paragraph, User may not directly or indirectly send, transmit, handle, push, distribute or deliver any message or information, email or otherwise) using a SmartOnline Service (nor assist in any such action, nor engage or enlist another to do so) with content, or in a manner that: (a) is threatening, abusive, harassing, or defamatory; (b) is deceptive, false, misleading or fraudulent; (c) is invasive of another's privacy; (d) contains vulgar, obscene or indecent material; (e) infringes a third party's intellectual property right(s); (f) violates export control laws and/or regulations; (g) violates the usage standards or rules of an entity affected by User's use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail); (h) is legally actionable between private parties and/or (i) is in violation of any applicable local, state, national or international law or regulation, including without limitation the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), the U.S Telephone Consumer Protection Act of 1991, 15 U.S.C. sec. 7701 et seq., the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), and any regulations having the force of law or laws in force of User's or email recipient's country of residence.

3. In addition, and without limitation to any preceding paragraph, User warrants that each email sent by or for it using an SmartOnline Service shall contain, for User and any entity on behalf of which it is providing any product or service: (a) header information that is not false or misleading; (b) an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein; and (c) information on one or more methods by which the recipient may notify User of its election to unsubscribe, opt out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein. User warrants it shall comply promptly with all opt out, unsubscribe, “do not call” and “do not send” requests.
4. User agrees not to use an SmartOnline Service in connection with conduct that, whether intentional or unintentional and with or without a disruptive or malicious manner, intent or purpose, impact the normal functioning, operation, privacy, integrity or security of another’s account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information or property, or business operations, or gains unauthorized access to, or uses, monitors or makes an unauthorized reference to, any such item(s) without such party’s express prior consent. Examples without limitation of such prohibited actions include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.
5. User shall use the SmartOnline Service for its internal business purposes as contemplated by User’s agreement with SmartOnline and shall not: (i) willfully tamper with the security of the service or tamper with other customer accounts of SmartOnline; (ii) access data on the Systems not intended for the User; (iii) log into a server or account on the Systems that the User is not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Systems unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the SmartOnline Service or make the SmartOnline Service available to a third party other than as contemplated in the User’s agreement with SmartOnline; (vii) use the SmartOnline Service for timesharing

- or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the SmartOnline Service without SmartOnline's prior written consent.
6. User agrees, except to the extent express prior written permission has been given for any such use, not to use any name, logo, tagline or other mark of SmartOnline or an SmartOnline Service, or any identifier or tag generated by an SmartOnline Service: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by SmartOnline); or (b) to imply identification with SmartOnline as an employee, contractor, agent or other similar representative capacity. User also agrees not to remove or alter any such items as may have been provided or enabled by SmartOnline.
  7. In addition, and without limitation to any preceding paragraph, User agrees that this AUP applies to the extent that User uses an SmartOnline Service to send any voice or message to mail, fax to mail, mail to fax or other voice or text note or message.
  8. Breach of this AUP is grounds for immediate revocation of access to the SmartOnline Service and/or termination by SmartOnline, for cause, of the agreement governing the sale and use of the SmartOnline Service(s). User acknowledges SmartOnline may disclose information regarding User's use of SmartOnline Service(s) to satisfy any law, regulation, government request, court order, subpoena or other legal process; provided that if it is not prohibited from keeping the disclosure secret, it will notify User of such required disclosure.
  9. SmartOnline reserves the right to supplement, modify, amend or supersede this AUP, notifying User via email, or a partner or user portal, or by posting a revised copy on the SmartOnline website. User agrees to review the AUP on a regular basis and remain in compliance at all times.
  10. In addition, any information sent, or caused to be sent to or through the SmartOnline Service(s), including but not limited to email, may not: (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any
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technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (d) uses other means of deceptive addressing; (e) use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party; (f) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (g) uses SmartOnline trademark(s), tagline(s), or logo(s) without prior written consent and only pursuant to SmartOnline's trademark usage guidelines.

11. User does hereby agree that it shall indemnify, defend and hold harmless SmartOnline from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), judgments, and costs and expenses (including reasonable attorneys' fees and expenses) incurred by SmartOnline arising out of, or directly or indirectly relating to User's breach or alleged breach of the AUP or action taken, or in action, by SmartOnline in connection with the AUP (including, but not limited to, in relation to any violation of the AUP).