

Acceptable Use Policy

1. Purpose

The purpose of this policy is to outline acceptable use of Cinch Software (hereinafter "Cinch").

2. Scope

This Acceptable Use Policy (AUP) provided by Cinch will ensure the appropriate use of the Services, Systems, and Infrastructure by our customers, our customers' customers, members or end-users, and any other parties who use or access the Services or the Infrastructure.

3. Specifications

All Users must comply with this AUP. By using or accessing Cinch Services or Infrastructure, Users agree to be bound by the terms of this AUP. Any indirect or attempted violation of this policy by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of the policy by the User and the User shall be held directly accountable.

4. Frequency

Cinch reserves the right to change this AUP at any time and will notify Users by posting a revised copy of the AUP on the Cinch company website at <https://www.cinchsoftware.io>

5. Rights and Remedies

Cinch has no responsibility for any material or information created, stored, maintained, transmitted, or accessible on or through the Services or Infrastructure and is not obligated to monitor or exercise any editorial control over such material. In the event that Cinch becomes aware that any such material may violate this AUP and/or exposes Cinch to civil or criminal liability, Cinch reserves the right to investigate such material, block access to such material, and suspend or terminate any Services without liability. Cinch further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Cinch believes is responsible for such violation. Cinch also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way Cinch rights and remedies at law or in equity that may otherwise be available.

6. Acceptable Use

Users shall not use Cinch Services or Infrastructure to transmit, distribute, or store material: (a) in violation of any applicable law, regulation, or judicial order; (b) that violates the terms of this AUP, the terms of any applicable agreement with Cinch, or any other Cinch policy applicable through the Agreement; (c) that interferes with or adversely affects the Services or Infrastructure or use of the Services or Infrastructure by other Cinch customers; or (d) that may expose Cinch to criminal or civil liability. Users shall cooperate with Cinch in investigating and correcting any apparent breach of this AUP. Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Services or Infrastructure. In particular, but without limiting the more general prohibitions in this AUP, Users shall not use the Services or Infrastructure, or

assist anyone else to:

Transmit, distribute or store information or material that, as reasonably determined by Cinch, is (a) inappropriate, obscene, defamatory, threatening, abusive, advocating violence, or which violates a law, regulation, or public policy; (b) harmful to or interferes with Cinch's provision of Services, the Infrastructure, or any third party's networks, equipment, applications, services, or Web sites; (c) would infringe, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); (d) fraudulent or contains false, or misleading statements, claims, or representations; or (e) violates generally accepted standards of Internet usage;

Attempt to disrupt, degrade, impair, or violate the integrity or security of the Services or Infrastructure or the computers, services, accounts, or networks of any other party, including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Cinch IP space;

Transmit unsolicited bulk e-mail messages ("Spam"); having third parties send out Spam on any user's behalf; receiving replies from unsolicited e-mails or configuring any e-mail server in such a way that it will accept third party e-mails for forwarding. Bulk e-mail may only be sent to recipients who have expressly requested receipt of such e-mail messages via a "verified opt-in" process, which must be adhered to in its entirety for any bulk e-mail to be considered "solicited" by Cinch. Users that send bulk e-mail must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and to immediately provide Cinch with such records upon request of Cinch. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization. Users are also prohibited from using the service of another provider to send Spam in order to promote a site hosted on or connected to the Services or Infrastructure, and Users shall not use the Services or Infrastructure in order to (a) send e-mail messages that are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, or (d) send malicious e-mail.