

This Acceptable Use Policy (the “**Policy**”) describes activities that are prohibited when using the Services provided by GREEN QUBE, INC. (“**Green Qube**”) and on the Green Qube website located at www.GreenQube.com (the “**Site**”). The Policy is incorporated by reference into the Master Services Agreement. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your Services.

Changes

We reserve the right, at our discretion, to update or revise this Policy from time to time by posting the change to the Website, or by providing 30 days’ written notice in the case of a material change. The revised Policy will become effective one (1) business day following your receipt of notice of any changes to this Policy.

User Conduct, Prohibited or Unlawful Use

To provide valuable Services that meet the needs of all of our Clients, the rules set forth herein have been established to protect against abuse. Use of the Site and/or services provided by Green Qube (collectively, the Green Qube “**Platforms**”) for any purposes that are unlawful or in any manner which could damage, disable, overburden or impair the operation of Platforms, or any other party’s use or enjoyment of the Platforms, is strictly prohibited.

Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of Green Qube or any other third-party.
- Interfere with the Green Qube Platforms in any way or manner. Such interference includes, but is not limited to:
 - Mailbombing, flooding, or attempts to overload the system.
 - Forging any TCP-IP packet, header, or any part of the header information in an e-mail or a newsgroup posting.
 - Falsifying address information or otherwise modifying e-mail headers to conceal the sender's or the recipient's identity.
 - Engaging in activities that violate any terms or conditions of any other service provider or their user or licensing agreements.
 - Victimized, harasses, degrades, or intimidates an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason.
 - Uploading, posting or otherwise distributing or facilitating the distribution of any content, including text, communications, software, images, sounds, data, or other information that:
 - Infringes the intellectual property rights of any entity or individual.
 - Is obscene, unlawful, or otherwise unprofessional.
 - Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Undertake any action(s) involving Green Qube Platforms or any other Green Qube property, which:
 - Causes portions of the Green Qube Platforms to be blocked by other network providers.
 - Generates unresolved third-party complaints or complaints.
 - Constitutes unsolicited or duplicative e-mail (commercial or otherwise), including the sending of unsolicited or mass emails.
 - Purports to represent Green Qube.
 - Conceals, forges, or utilizes invalid or spoofed domains to communicate with any third-party, in an unsolicited manner or in an attempt to evade anti-mailspam mechanisms.
 - Fails to comply with any applicable law or regulation.

Green Qube may discontinue access to any of its Platforms, when it deems it necessary to take such action to prevent the unlawful or unauthorized use of its Platforms, by blocking traffic to or from certain countries, cities, online exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Client authorization or access codes.

ACCEPTABLE USE POLICY

Green Qube also may suspend the origination of domestic or international internet traffic if Green Qube deems such action necessary to prevent the unlawful or unauthorized use of the Services due to the failure, in whole or in part, of any fraud detection system utilized by Green Qube.

The CAN-SPAM Act

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including (but not limited to) those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN- SPAM**") (P.L. 108-187) or the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.).

Green Qube reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the Green Qube Platforms. Green Qube reserves the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to Green Qube, which may be allocated for Client use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third-party relaying. Green Qube will use commercially reasonable efforts to ensure that such testing will not adversely affect Green Qube's Platforms or compromise the security of its clients. Clients may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

International Use

Green Qube's Platforms are for use in the United States. Green Qube makes no representation that its Platforms are appropriate or available for use in locations outside the United State. Those who access Green Qube's Platforms from other locations outside the United States are solely responsible for compliance with any applicable local law.

Intellectual Property Rights

You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on Green Qube's Platforms. Nothing on the Website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to Green Qube by virtue of it being displayed or made accessible through Green Qube's Platforms. You agree not to use the Green Qube Platforms in any manner that would infringe, violate, dilute or misappropriate any intellectual property rights of Green Qube or any third party. Green Qube takes client violations of others intellectual property rights seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate that Client's access to its Platforms.

If you believe that your copyright or trademark has been used by a Green Qube client without permission, such that the use may constitute infringement of your intellectual property rights, please notify us by email at: legal@greenqube.com.

General Complaints

Please send reports of any activity in violation of this Acceptable Use Policy to info@greenqube.com. Green Qube will reasonably investigate incidents involving such violations. Green Qube may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.