BLUEMODUS, INC. NETWORK SERVICES

ACCEPTABLE USE POLICY

1. General

BlueModus, Inc. ("BlueModus") provides high quality Network Services ("Services") to its Clients. To ensure these standards are met, BlueModus has established certain responsibilities for use of its Services, which may include, but are not limited to, VoIP, Internet, email, and web hosting (the "Services").

This Acceptable Use Policy ("Policy") describes activities, which BlueModus considers to be violations of a Client agreement ("Agreement") with BlueModus, and which therefore are prohibited. In addition, this Policy is subject to any and all laws and regulations set forth by federal, state or any other governmental authority having jurisdiction over BlueModus and/or Clients. The examples listed are not exhaustive and may change from time to time. BlueModus reserves the right to add and enforce new guidelines in its sole discretion.

2. Agreement Between Client and BlueModus

Client agrees to conform to the guidelines stated herein and not to use the Services for any purpose that is unlawful or is prohibited by any law, rule, or regulation of any governmental entity.

Client is advised that BlueModus intends to exercise its rights under this Policy and the terms of the Agreement, and may, at its sole discretion, immediately suspend or terminate the Services, without notice, for any violation of this Policy and/or the Agreement. In the event Services are suspended or terminated, reconnection will be in accordance the terms of the Agreement. BlueModus reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the Client or its end user that BlueModus deems responsible for the wrongdoing.

3. Prohibited or Unlawful Actions

Violation of these guidelines may subject the Client to criminal and or civil liability.

By way of example, and not as a limitation, the following actions are considered to be violations of the Policy and/or Agreement:

System and Network

- Attempts to obtain unauthorized access, such as attempts to circumvent user authentication or security of any host, network or account ("cracking"). This includes accessing data not intended for the Client, logging into a server or account the Client is not expressly authorized to access or probing the security of other networks, including BlueModus' system, regardless of whether or not the intrusion results in corruption or loss of data.
- Attempts to interfere with service to any user, host, or network. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" a host.
- Use of any kind of program/script/command designed to interfere with a user's terminal session.
- Attempts to compromise system and/or network security (i.e. programs such as packet sniffers, password crack programs, and similar utilities) of BlueModus or others.
- Sharing a Client's account with another party for purposes of avoiding payment for a second account.
- Client shall maintain reasonable security procedures and standards with respect to any Client equipment which interfaces with any Services covered by this Policy.
- All software provided by BlueModus to Clients is copyrighted by BlueModus or its vendors and may not be tampered with, decompiled or reverse engineered.
- Impersonating BlueModus personnel.
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Email

- Harassment, whether through content, language, frequency, or size of messages.
- The forging of email addresses ("spoofing") in which the user manipulates the email address so that the message appears as though it came from another user.

- Sending data, email or voice calls to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Client must not correspond with that person any further.
- Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in BlueModus' sole judgment, is disruptive or generates a significant number of user complaints. This includes bulk mailing of commercial advertising, informational announcements and political tracts.
- Forwarding or otherwise propagating chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings.
- Malicious email, such as "mailbombing" or flooding a user or site with very large or numerous pieces of email.
- Accounts may not be used to collect replies to messages sent from another Internet Service Provider where those messages violate this Policy or the Acceptable Use Policy, or similar document, of that other provider.

Internet

- Transmit, send, or post the same or similar messages to large numbers of newsgroups (excessive cross posting or multiple posting, also known as "USENET spam").
- Transmit, send, or post a message whose subject or content is considered unrelated to the subject matter of the newsgroup in which it is posted.
- Transmit, send, or post binary files to newsgroups not specifically named for that purpose.
- Canceling or superceding posts other than your own, with the exception of official newsgroup moderators performing their duties.
- Forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup or attempting to evade local or remote spam filters.
- Pirated software, as defined as the illegal exchange of software via the Internet for purposes of avoiding the purchase of said software by the individuals.

Web Space/Hosting

- Selling any products or services that are unlawful in the location at which the content is posted or received.
- Transmit, send, or post any content of the nature set forth in 47 U.S.C. Section 230(c)(2)(A) (i.e., material that involves child pornography, or is otherwise obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, in BlueModus' sole discretion).
- Transmit, send, or post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- Transmit, send, or post any content that holds BlueModus (including its affiliates and BlueModus Local Service Providers), employees or shareholders up to public scorn or ridicule.
- Transmit, send, or post any content that infringes, dilutes, misappropriates, or violates any copyrights, patents, trademarks, service marks, trade names, trade secrets or other intellectual property rights of others.
- Failing to obtain all required permissions to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws.
- Deleting or altering authors attributes or copyright notices, unless expressly permitted in writing by the author or owner.
- Transmit, send, or post of libelous, defamatory, scandalous, threatening, harassing or private information without the permission or consent of the person(s) involved, or posting content that is likely to cause emotional distress.
- Introducing or storing viruses, worms, harmful code and/or trojan horses on the Internet.
- Using BlueModus provided personal web space as a bulletin board or chat room.
- Promoting, marketing or otherwise directing traffic (directly or indirectly) to a web site hosted by the Service (including, but not limited to, your particular web site) through the use of unsolicited commercial e-mail or spam.
- Transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations
- Submit any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

4. Liability

In no event shall BlueModus or its suppliers be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in conjunction with the suspension or termination of Client's service for any violation of this Policy. BlueModus' liability under any circumstance(s) is limited to the Client's current month's service charge.

BlueModus is only obligated to operate and maintain the Services contingent upon BlueModus' ability to obtain necessary licenses or permissions and BlueModus' network capacity and connection availability. Client understands that except for certain services specifically identified as BlueModus' Services, BlueModus does not operate or control the Internet. CLIENT ASSUMES FULL RESPONSIBILITY FOR USE OF THE INTERNET BY BOTH CLIENT AND CLIENT'S USERS. BLUEMODUS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NONINFRINGEMENT. In the event that Client is dissatisfied with the Services, Client's sole remedy is to terminate its Agreement, subject to the Agreement terms. BlueModus has no obligation to monitor the Services; however, BlueModus may monitor the Services and disclose information gained from such monitoring in order to satisfy any legal, regulatory or other governmental request. BlueModus reserves the right to refuse to post or to remove any information or materials, in whole or in part, that in BlueModus' sole discretion are unacceptable, undesirable, or in violation of this Policy.

5. Indemnity

Client hereby agrees to indemnify, defend and hold BlueModus and its suppliers harmless for and against any and all loss, damage, cost, expense or liability, including reasonable attorney's fees, (collectively called "Damages") arising out of or related to Client's use of the Services in violation of this Policy, material posted on the Internet by Client, or any obligations to third parties incurred by Client through Client's use of the Services.

6. Company's Remedies

Among other rights and remedies, and by way of example and without limitation, BlueModus reserves the right to refuse to publish, or to remove, any information or materials in whole or in part which are published on a BlueModus hosted website that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

7. Conflicts

To the extent that the terms of this policy conflict with any provision of any other agreement of any nature between Client and BlueModus, the terms of this Policy take precedence with respect to Client's use of the Services in violation of this Policy.