CONCEP ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out terms and conditions relating to the Client's use of the Application. It should be read in conjunction with the Concep Terms and Conditions ("**Ts&Cs**"), the Concep Support Service Level Agreement ("**SLA**") and the applicable Delivery Schedule. It forms an integral part of the Contract (as defined in the Ts&Cs) between the Client and Concep. All capitalised terms in this Acceptable Use Policy will have the meanings given the Ts&Cs or, as applicable, the SLA, unless otherwise provided.

1   Use of the Application

1.1   Concep may provide training in the use of the Application for all Users who will have access to it. All requests for training should be made to the Client's Account Manager at Concep, who will provide a Delivery Schedule setting out the price and time schedules applicable to such training.

1.2   The Client will use the Application strictly in accordance with any guidance and instructions made available by Concep, including via the Client Helpdesk or during any training session provided by Concep.

1.3   If at any time the Client believes or suspects that any User is acting or intends to act in breach of this Acceptable Use Policy, it will promptly notify Concep and provide relevant information and a plan for cure.

1.4   Concep may immediately terminate or suspend any User's access to the Application where reasonably requested to do so by the Client. Concep will assist the Client with any investigation into any misuse or potential misuse by such User upon reasonable request.

1.5   In the event of any actual or suspected breach of this Acceptable Use Policy, Concep may without further reference to the Client, examine materials created by the Client using the Application for the purpose of monitoring its compliance with the Contract.

1.6   The Client shall ensure that its use of the Application conforms to Client's own policies and procedures governing use of the Internet.

2   SPAM

2.1   The Client acknowledges that the sending of unsolicited emails to third parties may be considered to be 'spam' and may cause the Application to be identified by companies or internet service providers as a source of spam. This may cause subsequent emails sent by the Application to such companies or email addresses using such internet service providers to be blocked by their Spam-filtering facilities. Accordingly, the Client agrees that it will not send unsolicited emails to any third party unless:
   a) it has obtained that party's consent to receive such emails;
   b) it has obtained that party's contact details from that party in the context of a relationship of supplier and customer (actual or prospective) and offers that party the opportunity to unsubscribe from further emails; or
   c) it has obtained that party's details from a list compiled using best-practice permission-based marketing.

The Client also acknowledges that older email addresses may be used as "spam traps", again causing the Application to be identified as a source of spam. Accordingly, the Client agrees that it shall monitor and maintain its mailing lists and shall not send emails to any address which has not met condition a), b) or c) within the previous year.

2.2   The Client acknowledges that the identification of the Application as a source of Spam may impact upon other users of the Application unconnected with the Client and may therefore significantly impact upon Concep's ability to conduct its business. The Client will Indemniify Concep for all losses, claim or liability of Concep attributable to Client's or a Client User's improper or unlawful use of the Application will be Client's responsibility.

2.3 For communications to persons in the United States of America, the Client will comply in full with the provisions of the CAN-SPAM Act of 2003 and the Federal Trade Commission Act. See FTC recommendation at http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business. European Union Privacy and Electronic Communications (EC Directive) Regulations 2003. For communications to persons in the European Economic Area, the Client will comply in full with the provisions of the European Union Privacy and Electronic Communications (EC Directive) Regulations 2003. See UK's application of such directive at http://www.legislation.gov.uk/uksi/2003/2426/contents/made and, as to email marketing, http://www.legislation.gov.uk/uksi/2003/2426/regulation/22/made. Compliance with these laws and Regulations is a condition of the Client's access to and use of the Application.

2.4 The Client will not use the Application to send any commercial electronic mail message (as that term is defined in the Act) to any person who has opted out or otherwise objected to receiving such messages.

2.5 The Client may not use the Application to email to distribution lists, newsgroups, or spam or unsolicited email addresses, including where such email addresses have been purchased from a third party or acquired other than through best-practice permission-based marketing.

2.6 If Concep receives notice or determines (acting reasonably) that the Client's use of the Application is generating a higher number of spam complaints than would normally occur if the Client complied with this Acceptable Use Policy, Concep will notify the Client immediately and may, at its sole and unfettered discretion:
   d) suspend the Client's access to the Application until the issue resulting in the spam complaints has been resolved; or
   e) terminate the Contract without liability by written notice with or without immediate effect.

3 Prohibited Content and Uses

3.1 The Client may not use the Application or any Service to:
   f) provide, sell or offer to sell any of the following products or content (or services related to the same): pornography; escort services; illegal goods including illegal drugs, substances and weapons and pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; or any other products, services or content that it is unlawful to sell or offer to sell in the territory in which the sender or email recipient is located; or
   g) display or market material that unlawfully exploits children, or otherwise unlawfully exploits persons under 18 years of age, or that targets children under the age of 13 in violation of the Child Online Pornography Protection Act of 1998; or
   h) provide material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or profanity or includes any obscene, lewd, lascivious, violent, harassing, hateful or otherwise legally objectionable or illegal content; or
   i) disclose personal data, personally identifiable information, personal health information, personal financial information or sensitive personal data (e.g. medical or health condition, racial or ethnic origin) in breach of the terms of any state, federal or other law, rule or regulation, including without limitation any state law or the federal Health Insurance Portability and Accountability Act of 1996; or
   j) send emails containing or otherwise introducing viruses, worms, harmful code or Trojan horses into the recipient's computer or computer network; or
   k) engage in any libelous, defamatory, scandalous, threatening or harassing activity or illegal conduct that is defined as such within the geographical territory in which the sender or recipient is located; or
   l) post any content that advocates, promotes or otherwise encourages violence against any governments, organisations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence; or
   m) provide content, including images, that embody or constitute infringing derivatives of the Intellectual Property Rights of a third party such as but not limited to authors, artists, photographers or others, without the express written consent of the owner of such rights, or in any way infringe the Intellectual Property Rights of any third party; or
   n) disparage, make fun of or satirise the Concep name, or any of its products or services; or
   o) use the Application in any manner which may bring Concep, its Affiliates or any of its products or services into disrepute; or

p) take any action that imposes an unreasonable or disproportionately large burden on Concep's infrastructure, or that bypasses any measures to protect or restrict access to the Application, the Documentation or the Services.

3.2 If Concep receives notification from any third party or otherwise has cause to believe that the Client's use of the Application is in breach of the provisions of Clause 3.1 above, it will notify the Client immediately and may, at its sole and unfettered discretion:
a) delete any breaching emails or content without notice; and/or
b) suspend the Client's access to the Application until the issue has been resolved; and/or
c) suspend or terminate the Services; and/or
d) terminate the Contract without liability by written notice with or without immediate effect.

4   Use of Linking URLs

4.1 The Application contains functionality that enables the recipient of an email to click on a link which will take them to a URL displaying the email online. The Client acknowledges that this functionality is provided solely to enable recipients whose email package does not enable them to otherwise display or render the email correctly to see the email using their internet browser, and for no other purpose whatsoever.

4.2 If Concep has reason to believe that the Client has used, or is using, the functionality set out in Clause 4.1 above other than in accordance with the purpose set out therein, Concep may at its sole and unfettered discretion:
a) create a new Billable Event, such that each view of such affected URL will become billable at the same Billable Event Fee that applies to each email sent, as set out in the applicable Delivery Schedule; and/or
b) suspend access to the affected URL; and/or
c) suspend the Client's access to the Application until the issue has been resolved; and/or
d) terminate the Contract without liability by written notice with or without immediate effect.

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