

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) sets forth guidelines for use of AllDigital’s network, systems, software, equipment, products, materials, and services (collectively, the “Services”) by AllDigital’s customers and other users of the Services (each, a “Customer”). These guidelines are not intended to be comprehensive, but merely illustrative of examples of conduct deemed to be inappropriate. This AUP may be modified at any time by AllDigital in its sole discretion. By using the Services, Customer acknowledges that it has read, understood, and agrees to comply with the terms of the AUP.

This AUP also applies to Customer’s employees, customers, users, and any other person or entity that is provided access to the Services directly or indirectly through Customer (each, a “User”). Customer shall ensure that: (i) its Users comply with this AUP and shall be responsible for violations of this AUP by Users; and (ii) the Customer materials comply with this AUP and all applicable laws and regulations (Customer materials include information, content, software or other materials of Customer, its Users, or third parties provided by or through Customer to AllDigital or which is posted, stored or displayed in connection with the use of the Services).

Use

The Services must be used in a manner that is consistent with their respective specifications and intended purposes. Customer and Users shall not do any of the following: (i) decompile, reverse engineer, disassemble, lease, sell, distribute, reproduce, or create derivative works from, all or any portion of the Services; (ii) transmit, post, or otherwise make available: (a) content that may adversely affect the Services, other Customers, or other third parties; (b) content that is unlawful, false, inaccurate, harmful, obscene, or otherwise objectionable, including but not limited to any content that infringes on any intellectual property right or proprietary right; (c) materials containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements; (d) viruses, Trojan horses or other harmful programs or materials; or (e) “spam” or similar materials; (iii) interfere with or disrupt the Services, or attempt to circumvent any security features of AllDigital or third parties; (iv) engage in any data mining, or use “bots” or similar data gathering and extraction tools or methods; or (v) otherwise violate any applicable law or regulation or any agreement between Customer and AllDigital.

The Services may be linked to third-party sites or resources. AllDigital is not responsible for the availability of such sites or resources, and AllDigital is not liable for any damages or losses caused by or in connection with the use of such sites or resources.

Intellectual Property Rights

The Services are protected by (and Customer and Users shall not violate) copyright laws, trademark laws, and other laws relating to proprietary and intellectual property

rights. Customer and Users shall not remove or modify any copyright notices, other proprietary notices, or references to the Services. AllDigital retains and does not grant (whether express or implied) any rights, licenses, or ownership to all or any portion of the Services. No reproduction, distribution, or transmission of any Service is permitted without the written permission of AllDigital or third parties, as applicable. No rights or licenses are granted to any logos, service marks, trademarks, and slogans appearing in connection with the Services.

Remedies

If Customer becomes aware of activity or content that may violate this AUP, Customer shall take all necessary action to prevent such activity or content from being routed to, passed through or stored in connection with the Services. In addition, Customer shall defend, indemnify, and hold harmless AllDigital from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from Customer's or User's breach of this AUP.

AllDigital has no obligation to monitor any transmission or content in connection with the use of the Services. However, AllDigital may monitor such transmission or content to protect its Services or to comply with applicable laws. If AllDigital becomes aware of activity or content that may violate this AUP or applicable law, AllDigital may take any action it deems appropriate, including without limitation: (i) blocking access to, suspending, terminating, rejecting, or modifying such activity or content; and (ii) cooperating with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that AllDigital deems responsible for the wrongdoing.

AllDigital shall not be liable for any damages of any nature: (i) suffered by any person or entity resulting in whole or in part from AllDigital's exercise of its rights under this AUP; or (ii) suffered by Customer, or any User or third party affected by the unavailability of the Services to Customer, for actions taken pursuant to this AUP. AllDigital may, in its sole discretion, charge a Customer or a User at its standard rates for the time and expenses involved in handling violations of this AUP. Customer shall not be relieved of its payment obligations under any agreement between Customer and AllDigital for any termination or suspension by AllDigital in accordance with this AUP. AllDigital may take such further action as AllDigital determines to be appropriate under the circumstances to eliminate or preclude repeat violations. Complaints about any violation of this AUP should be sent to abuse@alldigital.com.

Changes to our Acceptable Use Policy

If we decide to change our Acceptable Use policy, we will post those changes on this page, and/or update the Acceptable Use Policy modification date below.

This policy was last modified on 11/04/11