

## Acceptable Use Policy

Effective: January 29, 2016

### 1. Introduction

The iGo Technology, Inc. Acceptable Use Policy (Policy) is designed to help protect our customers, the design and operation of our products and services and the Internet community, from irresponsible or illegal activities. All users of the iGo Technology, Inc. Internet services ("Service") must comply with this Policy. This Policy should be read in conjunction with our Internet Access Agreement.

You should be aware that there might be some content on the Internet or otherwise available through the Service which may be offensive or which may not comply with all laws, regulations or rules. iGo Technology, Inc. does not assume responsibility for the content contained on the Internet and has no obligation to monitor transmissions made on the Service. You may want to utilize software designed to limit access to certain material on the Internet. You acknowledge and agree that iGo Technology, Inc. has the right to monitor such transmissions from time to time and to disclose the same as required by law, regulation or other government request. In accordance with our Internet Access Agreement, we may remove any materials or content that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Policy.

### 2. VIOLATIONS OF THE iGo TECHNOLOGY, INC. ACCEPTABLE USE POLICY

The following constitute violations of this Policy:

(a) Unsolicited e-mail: Using the Service to send unsolicited commercial e-mail or unsolicited bulk e-mail is prohibited. Using an iGo Technology, Inc. e-mail address to collect responses from unsolicited commercial e-mail is prohibited. Sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mail bombing") is prohibited.

(b) News: Users should use good judgment when posting to any news group. Many groups have published guidelines or "community standards" describing what is and is not considered appropriate. "News bombing" constitutes sending more than 10MB of data to a newsgroup and is prohibited. Excessive cross-posting, or posting the same article to several newsgroups, is prohibited. Generally accepted standards allow no more than 15 newsgroups, or cross-postings, for a single article or substantially similar articles. Such articles may be cancelled. The continued posting of off-topic articles is prohibited.

(c) Obscene material: Posting, transmitting or disseminating obscene material or child pornography is prohibited.

(d) Harm to minors: Using the Service to harm or attempt to harm minors in any way is prohibited.

(e) Harmful use: You may not use the Service to post or transmit any unlawful, abusive, libelous, defamatory, threatening, vulgar, obscene, indecent, hateful, or otherwise objectionable information of any kind.

(f) Harassment: Using the service to transmit any material by e-mail, posting or otherwise that harasses another is prohibited.

(g) Impersonation or forgery: Using the Service to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, attempting to impersonate any person, or using forged headers or other identifying information is prohibited. The use of anonymous re-mailers and nicknames does not constitute impersonation.

(h) Illegal use: Using the Service to transmit any material that, intentionally or unintentionally, violates any applicable local, state or national law, or any rules or regulations promulgated there-under is prohibited.

(i) Privacy violations: Attempting to access the accounts or computers of others, or attempting to penetrate security measures of iGoClear's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data, is prohibited.

(j) Collection of personal data: Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or permission is prohibited.

(k) Transmission of Destructive Materials: Posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful component is prohibited.

(l) Service Interference: Engaging in conduct which interferes with iGo Technology, Inc. ability to provide the Service or interferes with the rights of others including, but not limited to, hacking, circumvention of user authentication or security of any user's account or host network, "denial of service" attacks is prohibited. You may not use iGoClear's products and services to interfere with the use of the iGoClear network by other customers or authorized users.

(m) Unauthorized use or account sharing: Sharing accounts with anyone other than immediate family members or re-selling Service is prohibited. The use of unencrypted wireless routers or any wireless device is prohibited. The sharing of encryption codes to any person that is not an immediate family member is also prohibited. Running programs or servers that provide network services to others through the iGo Technology, Inc. service such as web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums is prohibited. You may not obtain or attempt to obtain the Service by any means or device with intent to avoid payment.

(n) Bandwidth Usage: While iGo Technology, Inc. customers enjoy unlimited downloads, our speeds are not guaranteed, and we reserve the right to discontinue service for suspected abusive activity affecting the overall quality of the network.

(p) Copyright infringement: You may not upload post, transmit, reproduce, or distribute in any way, information, software or other material without obtaining permission of the copyright owner or right

holder. You may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Service or derivative works, as Service is copyrighted as a collective work under U.S. copyright laws. You understand that you may be held liable both under civil and criminal law for infringements of the intellectual property rights of others.

(q) System monitoring: iGo Technology, Inc. has no obligation to monitor the Service. You agree that iGo has the right to monitor the Service electronically from time to time, and you consent to iGo's access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly or to protect itself or its customers. It may be necessary for iGo's employees to examine system logs and other records to resolve system problems. iGo reserves the right to access a user's mailbox to resolve system problems or mail system errors.

(r) Data security: iGo Technology, Inc. makes no guarantee and assumes no liability for the security of any data on any server including "secure servers." You are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method and the continued protection given by the recipient.

(s) Internet Purchases: If you make purchases on the Internet, you may be asked by the merchant or service provider to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide will be accurate, complete and current and you agree to pay all charges incurred by users of your account relating to purchases on the Internet.

### 3 iGo Technology, Inc. ASSUMPTIONS

iGo Technology, Inc. request that anyone using the Internet services safeguard their computer systems by running an up to date anti-virus system. This is for your protection as well as protection of the iGo Network and will ensure that your equipment run optimal.

### 4. REPORTING VIOLATIONS OF the iGo Technology, Inc. ACCEPTABLE USE POLICY

iGo Technology, Inc. requests that anyone who believes that there is a violation of this Policy direct the information to us at [info@igotechnology.com](mailto:info@igotechnology.com). If available, please provide the following information:

The IP address used to commit the alleged violation. The date and time of the alleged violation. Evidence of the alleged violation.

iGo Technology, Inc. reserves the right to take any one or more of the following actions in response to complaints:

Issue written or verbal warnings.

Suspend or terminate the users account or access to the Service without notice.

Bill the user for administrative costs and or reactivation charges Bring legal action.

## **5.REVISIONSTOTHISACCEPTABLEUSEPOLICY**

**This document provides a general understanding of the iGo Technology, Inc. Policy on the appropriate use of iGotechnology.com services. Common sense and judgment are a necessary part of any system of rules, and this Policy is no exception.**

**iGo Technology, Inc. reserves the right to revise, amend, or modify this Policy, our Internet Access Agreement, our Privacy Policy and our other policies and agreements at any time and in any manner. Notice of any amendment, revision, or modification will be posted on the iGo Technology, Inc. Web site @ [www.iGotechnology.com](http://www.iGotechnology.com) and/or by email and is effective the day after posting on our Web site.**