

## ***Acceptable Use Policy***

Telecom One, Inc. has adopted the following Acceptable Use Policy to enhance and protect the use of the Internet and Telecom One Services for all users of the Services. Please read carefully.

### **TELECOM ONE ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("AUP") is intended to: (a) promote and protect the availability, integrity, security, reliability and privacy of the systems, networks, services, and products (collectively, the "Services") of Telecom One, and its subsidiaries, affiliates, and partnerships (collectively, "TCO"); (b) maintain an image and reputation of TCO as a responsible provider of the Services; and (c) encourage responsible, and discourage harmful or illegal, use of the Services and/or the Internet. This AUP sets forth principles, guidelines, and requirements governing or affecting the use by customers and any other users (collectively, "Users") of the Services or TCO's websites. The term "User" also includes any person visiting any of TCO's websites.

### **ACCEPTANCE OF THIS AUP**

Your use of the Services shall constitute acceptance of the terms and conditions of this AUP, as it may be modified by TCO from time to time.

### **MODIFICATIONS TO THIS AUP**

TCO may modify this AUP at any time, effective upon the posting of the modified AUP on its website. You agree to comply with such modifications and are advised to review this AUP regularly.

### **ENFORCEMENT OF THIS AUP**

TCO MAY, IN ITS SOLE DISCRETION, SUSPEND OR TERMINATE THE PROVISION OF THE SERVICES OR ANY PART THEREOF TO A USER AT ANY TIME AND WITHOUT WARNING FOR ANY VIOLATION OF ANY PART OF THIS AUP. TCO MAY ALSO BRING LEGAL ACTION TO ENJOIN VIOLATIONS AND/OR COLLECT DAMAGES CAUSED BY VIOLATIONS OF ANY PART OF THIS AUP.

### **INTERNET PRIVACY**

As a User of TCO Internet-based Services, you acknowledge that you are not entitled to an expectation of privacy. All information and communications accessible via the Internet should not be assumed to be private.

### **PROHIBITED ACTIONS**

User must use the Services only in a manner that, in TCO's sole discretion, is consistent with the purposes of such Services. User shall not engage in any activity (whether legal or illegal) that results in harm to TCO, the Services or any User or that interferes with TCO's provision, or any User's use or enjoyment of, any of the Services.

A User will be deemed in violation of this AUP if TCO determines, in its sole discretion, that any action of such User, in connection with the use of the Services is: (a) inconsistent with the purposes of such Services or (b) violates any local, state, federal or international law, statute, agency decision, regulation, ordinance, executive order or any other legally binding governmental directive, including without limitation the federal Can Spam Act of 2003, the Computer Fraud and Abuse Act (18 U.S.C. 1030 et seq.), the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608), the Federal Trade Commission's amended Telemarketing Sales Rule, and the Digital Millennium Copyright Act (collectively, "Laws or Regulations").

A User will also be deemed in violation of this AUP if TCO determines, in its sole discretion, that any action of such User, whether or not in connection with such User's use of the Services, has resulted in: (i) any harm to TCO, its reputation, Services or Users; (ii) any third party blacklisting, blocking, filtering, or refusing any e-mail or any other network application or communications protocol from TCO or Users; or (iii) interference in any manner with the free flow of e-mail or any other network application or communications protocol from or to TCO or Users.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON ANY USER'S BEHALF, WILL BE DEEMED VIOLATIONS OF THE AUP BY SUCH USER.

The following are some, but not all, of the actions prohibited under this AUP if taken: (i) in connection with User's use of the Services or (ii) in any other manner that results in harm to TCO, the Services or any User (as determined solely by TCO):

1. Creating, posting, storing, displaying, transmitting, retransmitting, forwarding, or distributing any material that, in the sole judgment of TCO, is or facilitates:
  - a. obscene, indecent, profane, pornographic, threatening, libelous, defamatory, or otherwise objectionable information of any kind, including material that restricts a civil liberty;

## ***Acceptable Use Policy***

- b. an action that restricts or inhibits any person, whether a User of the Services or otherwise, in its use or enjoyment of the Services or any other systems, services or products;
  - c. deceptive or misleading advertising or marketing;
  - d. intended to solicit TCO customers for any competitive service;
  - e. a violation of any rights of any person, including but not limited, to rights protected by copyright, trademark, trade secret, patent, or other intellectual property or similar Laws or Regulations, such as the dissemination or distribution of "pirated" or other software products that are not appropriately licensed for use by the User;
  - f. a violation of any Laws or Regulations;
  - g. a violation of any guidelines or rules of any other online service provider or interactive service;
  - h. a violation of any accepted industry standards, whether or not expressly mentioned in this AUP, designed to prevent interference with privacy rights, prohibit misuse of any system resources (including, without limitation, spamming), or stop illegal or otherwise unethical Internet usage;
  - i. false data on the signup form, contract, or online application, including, but not limited to, fraudulent use of credit card numbers;
2. Creating, facilitating, transmitting, retransmitting, forwarding or distributing any:
- a. "Spam" e-mail as that term is generally understood;
  - b. unwanted bulk e-mail, whether commercial or otherwise, including, but not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts;
  - c. e-mail that contains material that otherwise violates or facilitates a violation of this AUP;
  - d. e-mail that falsifies or hides or is routed so as to falsify or hide the original sender's address;
  - e. e-mail that falsifies any information for the purpose of defrauding the recipient;
  - f. any harassing e-mail, whether through language, frequency, or size of messages;
  - g. any e-mail "chain letters" or other "pyramid schemes;"
  - h. e-mail relayed without the express permission of that site, service, system or network;
  - i. e-mail volume deemed by TCO to be excessive;
  - j. commercial or bulk e-mail containing false or misleading subject line, statements, claims, or representations;
  - k. e-mail that violates any Laws or Regulations; or
  - l. e-mail containing forged header information including, but not limited to, any attempt to circumvent the approval process for posting to a moderated newsgroup;
3. Consuming excessive resources of the Services, including but not limited to CPU time, memory, disk space and session time or using the resource-intensive programs that negatively impact other Users or the performance of TCO's Services, systems or networks;
4. Advertising (including, without limitation, by hosting a website), transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to Spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software;
5. Sharing the Services' passwords or accounts of others without their express consent;
6. Attempting, or facilitating any attempt - whether or not successful - to violate the security of any system, network, or service (examples of system or network security violations include, without limitation, the following: unauthorized access to or use of data, including any attempt to circumvent User authentication or security of any host, network, or account (including, without limitation, hacking, cracking, port scans, or flood pings); unauthorized monitoring of data or traffic; interfering with service to any user, host, system or network; conducting denial of service attacks; and any attempt to disrupt any service (including, without limitation, distributing or introducing viruses, Trojan horses, worms, or other harmful software));
7. Collecting or facilitating collection of replies to messages that violate this AUP or that would violate this AUP if they had been sent via the Services;

## ***Acceptable Use Policy***

8. Sending an unsolicited advertisement to a facsimile machine or any other device capable of receiving facsimiles without the prior express consent of the recipient;
9. Making any call that is prohibited under the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608) or the Federal Trade Commission's amended Telemarketing Sales Rule or that otherwise violates any Laws or Regulations;
10. Invading, or facilitating the invasion of, the privacy of any third party in any way;
11. Harvesting personal information about other Users, including Internet addresses, without express consent of such Users;
12. Gathering or using, without express consent, contact information that is made available through the Services for unwanted mass communications, whether through e-mail, direct mail, telephone, or facsimile;
13. Using any software downloaded from or provided by TCO in any manner other than in accordance with the end-user license agreement accompanying the software. All such software is copyrighted by TCO or its third party providers.

### **MONITORING**

TCO does not intend to actively monitor the content of websites, e-mail, news groups, or other materials created or accessible over its Services and is not responsible for the content thereof. TCO, however, reserves the right to monitor such Services, and to take any action it deems appropriate should TCO become aware of potential violation of this AUP. TCO may investigate incidents involving alleged violations of this AUP, may cooperate with law enforcement and other third parties, and may take any action it deems appropriate based on information discovered in such investigations. User acknowledges that failure by TCO to take action in response to any violation by any User of this AUP will not be deemed a waiver of TCO's right to take action in response to any other violation of this AUP by that or any other User.

### **NO WARRANTIES**

TCO MAKES NO WARRANTIES AND IS NOT RESPONSIBLE FOR THE CONTENT OF WEB SITES, E-MAIL, NEWS GROUPS, OR OTHER MATERIALS CREATED (OTHER THAN BY TCO) OR ACCESSIBLE OVER ITS SERVICES.

### **COMPLAINTS**

Please report any activity in violation of this Acceptable Use Policy to [abuse@telecom-one.net](mailto:abuse@telecom-one.net).

### **CUSTOMER AGREEMENTS**

User expressly acknowledges that nothing in this AUP will act as a limitation or be deemed a waiver of any of TCO's rights and protections under any Service Agreement. This AUP shall be read in concert, and not in conflict, with any such Service Agreement. User acknowledges and agrees that this AUP, in concert with such Service Agreement, supersedes any other oral or written representations or agreements made by TCO or its representatives regarding the Services.