



Acceptable Use Policy

This Acceptable Use Policy (the “Policy”) sets forth those activities prohibited by Onvoy to users of Onvoy’s communications system (the “System”). This Policy is applicable to each Customer of Onvoy and any users gaining access to the System through a Customer (collectively with Customer, “Users”). All capitalized terms not otherwise defined herein are as defined in Customer’s Agreement with Onvoy.

1. Purpose. This Policy is designed to assist in protecting the Services provided by Onvoy, the System, Users of the System, the Internet and the Internet community as a whole from improper and/or illegal activity and any activities contrary to this Policy may be prohibited.

2. Prohibited Activities. Users failure to comply with this Policy shall constitute a violation by Customer as determined in Onvoy’s sole discretion (“Violation”), with each such failure constituting a separate Violation. A Violation of this Policy may result in suspension or termination of Service and/or termination of Customer’s Agreement, as described below. Customer shall immediately notify Onvoy if they know or have a reasonable suspicion that a User of the System is using it in Violation of this Policy. Customer shall contractually require that all Users comply with this Policy. Prohibited activities include, without limitation, the following:

2.1 Illegal Use. Use of the System in violation of any law is prohibited. Any use of the System for the transmission, distribution, retrieval, or storage of material (“Transmission”) that violates any law or is in furtherance of any criminal enterprise is prohibited, including, without limitation, the following: **(i) Intellectual property** – unauthorized Transmission of material protected by patent, copyright, trade secret, or other intellectual property right (including, without limitation, the Digital Millennium Copyright Act); **(ii) Inappropriate content** – any Transmission of material that is obscene or constitutes child pornography, material that is libelous, defamatory, hateful, or that constitutes an illegal threat or abuse; **(iii) Export control** – Unauthorized Transmission of any material that may violate export control laws or other regulations **(iv) Forging of Headers** – misrepresenting or forging message headers to mask the originator of a message; **(v) CAN-SPAM ACT** – failure to comply with all provisions of the CAN-SPAM Act (15 U.S.C 7701, *et. seq.*, and 16 CFR Part 316).

2.2 System and Network Security. Onvoy makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by a User over the Internet. Use of the System is subject to CALEA. Any attempt to breach system and network security measures is a Violation, and may result in criminal and civil liability. These Violations include, without limitation, the following: **(i) Unauthorized Access** – Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of System or any other system, computers, accounts, or networks or purposely breach firewalls or security measures of another company’s or individual’s system (hacking); **(ii) Unauthorized Monitoring** – Users may not attempt to monitor any information on any network or system without authorization from the network administrator; **(iii) Interference** - Users may not attempt to intercept, redirect or otherwise interfere with communications intended for others; **(iv) Fraud/Forgery** – Users may not impersonate another party by altering IP addresses or forging TCP-IP packet header information within an e-mail or newsgroup posting.; **(v) “Denial of Service Attacks”** – Users may not cause or further a denial of service attack or otherwise flood or attempt to overload a system; **(vi) Virus Transmission** - Users



may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, worms, corrupted data or other destructive activities.

2.3 E-mail and Usenet News. Customer agrees that it shall be responsible for monitoring the use of the Service and that Onvoy shall not be obligated to monitor such use. Customer agrees that the following uses are Violations: **(i) *Unsolicited E-mail*** – Customer may not allow the Services to be used to transmit SPAM or collect the responses from excessive volumes of unsolicited commercial e-mail messages. “SPAM” shall mean an unsolicited bulk e-mail sent to a recipient where: (a) the recipient’s personal identity or context are irrelevant because the message is equally applicable to other potential recipients and (b) the recipient has not verifiably granted deliberate, explicit and still-revocable permission for it to be sent. The use of another provider’s service to send unsolicited commercial or bulk e-mails, SPAM or mass mailings to promote a site hosted on or associated with the System is similarly prohibited; **(ii) *E-mail Relay*** - the use of another party’s e-mail server to relay e-mail without express permission from such party is prohibited; **(iii) *Usenet*** - all postings by Users to USENET groups must comply with that group’s charter and other applicable guidelines and Policy. Cross-posting and continuous posting of off-topic messages including commercial messages, is prohibited; **(iv) *Bulk e-mail*** – Customer shall not allow the Service to be used to send bulk e-mails unless the recipient of such e-mail has verifiably confirmed permission for the address to be included on the specific mailing list, by confirming (responding to) the list subscription request verification (“Closed-Loop Opt-In”); and **(v) *Blacklisted IP-Address*** – Customer may not allow an IP-Address that is registered to Onvoy and used by Customer to become blacklisted, banned or blocked by a third-party that monitors improper or illegal use of the Internet.

2.4 Complaints. In the event Onvoy receives any complaints from third parties with respect to a User’s use of the System (“Complaints”), Customer shall, within twenty-four (24) hours, respond to such Complaints to the reasonable satisfaction of Onvoy and any failure to so respond shall be deemed a Violation authorizing Onvoy to take any of the actions described in Section 3. In addition, in the event Onvoy receives more than five (5) Complaints in a twenty-four (24) hour period or more than ten (10) Complaints in any thirty (30) day period, it shall be deemed a Violation authorizing Onvoy to take any of the actions described in Section 3.

In the event that Onvoy has a good faith suspicion that Customer is in violation of Section 2, Customer shall, within twenty-four hours of a request by Onvoy, provide to Onvoy a copy of any Transmission or e-mail that caused such suspicion or generated a Complaint as well as the underlying consent by the recipient to receive such Transmission or e-mail, provided that, Customer shall take appropriate action to protect the privacy of the recipient.

3. Warning / Suspension / Termination. In the event of a Violation, Onvoy may, in its sole and absolute discretion, take any or all of the following actions: **(i) *Warning*** – Onvoy may issue a verbal, e-mail or written warning notifying the Customer of the Violation and the corrective action that must be taken. A warning may also provide that Onvoy will suspend or terminate all or part of a Customer’s service in the event of any additional Violation; **(ii) *Suspension*** – Onvoy may suspend, with or without warning, all or part of a Customer’s Service and may condition restoration of such Service upon Customer affecting corrective action; **(iii) *Termination*** – Onvoy may, with or without warning, and with or without prior suspension terminate all or part of Customer’s service and may terminate Customer’s Agreement with Onvoy.

The foregoing is not an exhaustive list of actions Onvoy may take in the event of a Violation and suspension or termination of Customer’s Service is not an exclusive remedy and shall not affect any other rights Onvoy may have



under the Agreement. Onvoy shall have no liability to Customer or Users in the event the Customer's Agreement is terminated and/or a User's service is suspended or terminated in accordance with this Policy.

4. Miscellaneous. Failure of Onvoy to enforce this Policy or take any action with respect to a Violation shall not constitute a waiver of its right to enforce any other Violation. Onvoy takes no responsibility for any material created or accessed via the System and does not monitor, verify, warrant or validate the integrity, accuracy and quality of information it receives or transmits, but reserves the right to do so in the event it has a good faith suspicion that a User may have violated this Policy. Onvoy will cooperate with appropriate law enforcement and government agencies or other parties involved in investigating claims of illegal or inappropriate activity. Onvoy reserves the right to modify this Policy at any time by communicating such modified Policy to Customer or by posting it on Onvoy's website at www.onvoy.com, effective upon posting.