



## **ACCEPTABLE USE POLICY**

When you purchase Internet services from Xpanse Networks, LLC. (Xpanse), there are certain rights and privileges as a consumer of communications services but also imposes certain duties and responsibilities. Xpanse's Acceptable Use Policy is intended to make these duties and responsibilities understood. The goals of this policy include: ensuring reliable service to our customers, ensuring security and privacy of our systems and network, as well as the networks and systems of others, complying with existing laws, maintaining our reputation as a responsible service provider, encouraging responsible use of the internet while discouraging activities which reduce the usability and value of Internet services, preserving the value of internet resources as a conduit for free expression and exchange of information, and promoting the efficient and consistent use of the Xpanse network.

### **Preserve the privacy and security of individual users**

Xpanse intends to provide its customers access to everything the Internet has to offer. While Xpanse is firmly committed to the principles of free speech, certain activities are damaging to the resources of both Xpanse and the Internet and cannot be permitted under the guise of free speech. The resources of Xpanse and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community. We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. If a Xpanse account is used to violate the Acceptable Use Policy, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

You must use your Xpanse provided services responsibly and in the manner intended. If you have any questions regarding this policy, please contact us at [legal@xpansenetworks.com](mailto:legal@xpansenetworks.com).

### **General Information**

Your Xpanse account provides you access to a vast collection of networks and services around the world such as the World Wide Web, electronic mail, and newsgroups. Your use of these services is subject to the following policy. Violations of this policy may result in termination of your account with or without notice in accordance with the Agreement for Use of Xpanse Communications that you accepted at the time you created your account.

### **In general, you may NOT use your Xpanse account:**

In a manner which violates any law, regulation, treaty or tariff; In a manner which violates the rules, regulations and policies of any network, server, Web site, database or service provider that you access

through your Xpanse account; In a manner which is defamatory, fraudulent, indecent, offensive or deceptive; To threaten, harass, abuse or intimidate others; To damage the name or reputation of Xpanse, its parent, affiliates and subsidiaries; To break security on any computer network, or to access an account which does not belong to you; or In a manner which interferes with other customers' use and enjoyment of the services provided by Xpanse. Xpanse reserves sole discretion to determine whether any use of the service is a violation of this policy. Guidelines for using your account follows. This information is only a guideline, and is not intended to be all-inclusive.

## **Electronic Mail**

Most Xpanse accounts give you the ability to send and receive electronic mail. Misuse of electronic mail may result in termination of service. The following examples are non-exclusive and are provided for your guidance.

You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it. Forging, altering or removing electronic mail headers is prohibited. You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing"). You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving E-mail, you must not send that person any further messages. You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings. Xpanse accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider.

If you use the services of another provider to promote a web site hosted by or through Xpanse, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such site.

## **Websites**

Xpanse provides storage space and access for Web sites through its Web Hosting service, also known as Xpanse Web. In addition, dedicated accounts may provide for the hosting of Web sites. Xpanse will not routinely monitor the contents of your Web sites. You are solely responsible for any information contained on your Web site. However, if complaints are received regarding language, content or graphics contained on your Web site, Xpanse may, at its sole discretion, remove the Web site hosted on Xpanse servers and terminate your Web Hosting service. You may not use your Web site to publish material which Xpanse determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards. Objectionable content is otherwise legal content with which Xpanse concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates. Examples of prohibited Web site content:

Materials which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value. Materials which suggest or depict obscene, indecent, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value. Materials which hold Xpanse including its affiliates, employees or shareholders up to public scorn or ridicule.

Materials which encourage the commission of a crime; or which tends to incite violence; or which tends to degrade any person or group based on sex, nationality, religion, color, age, marital status, disability or political affiliation.

## **Security**

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account. You may not attempt to circumvent user authentication or security of any host, network or account (“cracking”). This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. You may not attempt to interfere with service to any user, host, or network (“denial of service attacks”). This includes, but is not limited to, “flooding” of networks, deliberate attempts to overload a service, and attempts to “crash” a host.

Users who violate systems or network security may incur criminal or civil liability. Xpanse will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## **Network Management**

You are responsible for ensuring that the services obtained from Xpanse are used in an appropriate by your customers and users. Therefore, you must take steps to manage the use of the services obtained from Xpanse in such a way that network abuse is minimized. You must also make information publicly available about how to contact you, and you must respond in a timely manner to complaints concerning misuse of the services obtained from Xpanse. Failure to responsibly manage the use of the services obtained from Xpanse may be cause for termination of services to you. If you hold Xpanse Resources that are not needed or efficiently used such as IP Addresses, Xpanse may reassign those resources to efficiently manage the network.

You must designate one or more individuals (“Contacts”) to be responsible for every host, IP network or subnet connected to the Internet through the use of the services. You must provide Contact names, phone numbers, and postal and e-mail addresses (“Contact Information”) to any and all appropriate Domain Name Registrars prior to the initial network connection of your service. You must keep Contact Information updated and accurate at all times. Changes in the Contact Information must be sent to the appropriate Domain Name Registrars in a timely manner. Contacts must have the authority, access and tools necessary to configure, operate and control access to your systems. For important timesharing hosts,

primary domain name servers and mail relays or gateways, Contacts must be accessible to Xpanse via telephone 24 hours a day, 7 days a week.

Every customer who allows third party access to the services provided by Xpanse, whether such third parties are employees, users or customers, must maintain a postmaster address for the receipt of complaints by e-mail. Messages delivered to the postmaster address must be reviewed and handled in a timely manner.

## **Network Performance**

Xpanse accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of Xpanse systems or networks. Xpanse reserves the right to terminate or limit such activities.

If You have use that causes a greater expense to Xpanse, including but not limited to excessive (more than 20%) amounts of traffic into/from high cost areas, E-mail storage in excess of your contracted amount, excessive use compared to customers on similar products, excessive database dips, etc., Xpanse reserves the right, at Xpanse's sole discretion, to surcharge amounts necessary to cover Xpanse's additional costs and/or suspend or disconnect some or all services effecting the expense. All services, including Local, Long Distance, Internet and E-mail services, are expressly subject to this Acceptable Use Policy. With traffic into/from high cost areas, Xpanse additionally reserves the right to charge a call locality surcharge on all such traffic rather than applying the "more than 20%" as a limiting qualification.

## **Internet Relay Chat**

Although Xpanse does not offer software or technical support for Internet Relay Chat (IRC), you may use your account to connect to IRC servers and networks maintained by third parties. Please remember that you are a guest when you make use of these facilities. It is particularly important that you do not engage in activities which might interfere with other customers' access to IRC.

You may not use IRC scripts or programs that interfere with or deny service to other users on any other server, host, network or channel. You may not engage in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors. You may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.

You may run "clones" (multiple simultaneous IRC connections) and "robots" only as permitted by the host IRC server.

## **Illegal Activity**

Any activity on our network that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service.

**Prohibited activities include, but are not limited to:**

Transmitting obscene materials  
Intentionally spreading or threatening to spread computer viruses  
Gaining or attempting to gain unauthorized access to any network, including Xpanse's private network infrastructure  
Accessing or attempting to access information not intended for you  
Transmitting pirated software  
Conducting or participating in illegal gambling  
Soliciting for pyramid and other illegal schemes.

**Commerce on the Internet**

The Internet can be a valuable business tool when used properly. However, it can reflect poorly upon a business when used improperly.

**DISCLAIMERS/LIMITATION OF LIABILITY** The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Xpanse and/or its respective suppliers may make improvements and/or changes in the Service at any time. Xpanse does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. Xpanse does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable. You specifically agree that Xpanse shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Xpanse is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Xpanse is not responsible for any content sent using and/or included in the Service by any third party.

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