



## Acceptable Use Policy

### Introduction

Unite Private Networks ("UPN") is at all times committed to complying with the laws and regulations governing use of the Internet and data transmissions with the intent of preserving for all of its Customers the ability to use UPN's network and the Internet without interference or harassment from other users. The UPN AUP ("AUP") was created to help achieve these goals.

**By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. UPN reserves the right to change or modify the terms of the AUP at any time, effective when posted on UPN's website.**

### Scope of the AUP

The AUP applies to all UPN services that provide (or include) access to the Internet, (collectively "IP Services").

### Prohibited Activities

**General Prohibitions:** UPN prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of UPN's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services is a violation of this AUP.

**Unlawful Activities:** IP Services shall not be used in connection with any criminal, civil, or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation, or administrative rule.

**Violation of Intellectual Property Rights:** IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute, or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of UPN or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights, or other intellectual property right now known or later recognized by statute, judicial decision, or regulation.

**Threatening Material or Content:** IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

# Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of UPN's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to UPN's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

# Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. UPN has no responsibility for any material created on the UPN's network or accessible using IP Services, including content provided on third-party websites linked to the UPN network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by UPN of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

#### **AUP Enforcement and Notice**

**Customer's failure to observe the guidelines set forth in this AUP may result in UPN taking actions anywhere from a warning to a suspension or termination of Customer's IP Services.** When feasible, UPN may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

**UPN reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when UPN reasonably determines, that the conduct may: (1) expose UPN to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of UPN's network or networks with which UPN is interconnected, (3) interfere with another UPN Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to UPN or UPN Customers.**

UPN has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, UPN may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the UPN network and its customers.

## **Incident Reporting**

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an UPN Customer (or its user) should be directed to 1-866-963-4237. Where possible, include details that would assist UPN in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

**Contact Information:** Any notification that UPN sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with UPN, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify UPN of any change of contact information.

*Effective Date: January 1, 2012*