



ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “AUP”) is incorporated by reference in your Master Service Agreement (“MSA”). Your use of Services under the MSA is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the MSA. Under this AUP, “You” shall also mean any user of Your Account.

Intermedia may add, delete or modify any provision of this AUP at any time without notice, effective upon posting of the modified AUP on Intermedia’s website. You are expected to check the AUP from time to time and take notice of any changes that Intermedia makes as they are legally binding on You.

Intermedia is not responsible for monitoring, controlling or censoring the Internet or any content sent or received by You using Intermedia’s Services. In no event shall Intermedia be liable to You (or any of Your end users), nor to any third party, for any injury and loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of services as set out in this AUP or any direct, indirect, special or consequential damages related to (a) violations of this AUP by any party or (b) Intermedia’s enforcement of the provisions hereof, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise. The responsibility for avoiding the harmful activities as set forth in this AUP rests with You.

Intermedia may suspend or terminate Your Services without notice if it determines that You are in violation of the AUP. No credit will be available under Your Service Level Agreement (“SLA”) for interruptions of Services resulting from AUP violations.

You are independently responsible for complying with all applicable laws related to Your use of the Services, regardless of the purpose of the use. Intermedia encourages You to report violations to abuse@intermedia.net. You may be in violation of this AUP if Intermedia determines

that You are intentionally or unintentionally using the Services to engage in or foster disruptive, unlawful or abusive behavior, or encouraging others to engage in or foster such behavior, including but not limited to:

- violating any applicable local, national or international law or regulation;
- generating or facilitating unsolicited bulk or commercial email in violation of the CAN-SPAM Act or any other applicable laws and regulations, including but not limited to sending any communications to persons who indicate that they do not wish to receive them;
- making unsolicited phone calls or sending unsolicited, bulk and/or junk voicemails, SMS messages, or faxes (spamming);
- performing auto-dialing or “predictive dialing” in an abusive manner;
- violating the rules and conventions for postings to any bulletin board, chat group, or other online forum or violating the rules of any other network which You access using the Services;
- using a false caller identity (spoofing) or forged email or SMS address or header, or otherwise attempting to mislead others;
- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- violating or misappropriating the legal rights of others, including but not limited to privacy rights and intellectual property rights, or exposing trade secrets or other confidential information of others;
- intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
- interfering with the use of the Services, or the equipment used to provide the Services, including but not limited to exceeding the

allowed bandwidth by transferring excess data, or using any Services or system in a way that consumes a disproportionate share of the resources or otherwise interferes with the normal operation of the shared Services or system;

- altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services;
- probing, scanning, penetrating, reverse engineering, or testing the vulnerability of any Intermedia system, software or network (unless authorized in writing by Intermedia) or breaching Intermedia's security measures, whether directly or indirectly;
- using Intermedia's Services or equipment to publish, transmit (live or otherwise) or store any content or links to any content that Intermedia determines to be offensive, including but not limited to content that is illegal; immoral; pornographic; excessively violent; deceptive or fraudulent; defamatory; malicious; containing offensive content; violating a person's privacy; harassing; threatening; creating a risk to personal or public health or safety; promoting or soliciting an illegal activity; promoting discrimination based on race, sex, religion, disability, sexual orientation, age, or any other legally protected category; or any content or links thereto that may result in retaliation or legal action against Intermedia by an offended party;
- using the Services, or a component of the Services, for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, or fraudulent purpose;
- using any Service (a) to design software or other materials or services with similar or competitive functionality for any purpose, (b) to monitor their performance, availability,

or functionality, or (c) for any other benchmarking or competitive purposes, without Intermedia's prior written consent; or

- using the Services in any manner not authorized by Intermedia, or in any manner that Intermedia reasonably believes to be damaging to its reputation, business, system, network, or Services.

You shall not:

- reproduce, duplicate, copy or re-sell any part of Intermedia's website without Intermedia's prior written consent;
- interfere with, damage or disrupt any part of Intermedia's website; or
- without Intermedia's prior written consent, access, interfere with, damage or disrupt:
 - a. any equipment or network (whether owned by Intermedia or any other third party) that is involved in the provision or delivery of Intermedia's Services or on which Intermedia's website is stored; or
 - b. any software used in the provision or delivery of Intermedia's Services or website.

You are solely responsible for complying with all applicable laws regarding the recording and transcription of phone calls, video conferences and any other communications. Intermedia expressly disclaims all liability with respect to Your recording or transcription of phone calls, video conferences and/or any other communications.