



## Acceptable Use Policy

Last Update: 02/10/2019

This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of Strata Networks' network, websites, systems, facilities, products and services (collectively the "Services") by Strata Networks' customers ("Customer" or "Customers") and by users who have gained access to the Services through customer accounts (collectively "Users"), and any devices and/or equipment used to support the Services. The Services must be used in a manner that is consistent with the intended purposes of the Services and the terms of the applicable agreement with Strata Networks. By using the Service, Users consent to be bound by the terms of this AUP.

Customer and Users must comply with this AUP. Failure to do so may result in suspension or termination of Service.

### Prohibited Use and Conduct.

- **In General.** Users will not use the Services to transmit, distribute or store material in a manner that: (a) violates any applicable law or regulation; (b) may adversely affect the Services or Users; (c) may expose Strata Networks to criminal or civil liability; or (d) violate or infringe upon, or otherwise misappropriate, any third party rights, including intellectual property rights, rights of publicity and privacy rights. Users are prohibited from facilitating the violation of any part of this AUP or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's policy.
- **Inappropriate Content.** Users will not use the Services to transmit, distribute or store material that Strata Networks reasonably determines is inappropriate, deceptive, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or excessively violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate human violence and hate crimes based upon national origin, religion, or ethnicity.
- **Intellectual Property.** Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights.
- **Harmful Content.** Users will not use the Services to transmit, distribute or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.
- **Fraudulent/Misleading Content.** Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
- **Email and Unsolicited Messages.** Users will not use the Services to (i) transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints, and (ii) send e-mail messages which are excessive and/or intended to harass or annoy others ("Spam"). Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services. In addition, Users will not use the Services to (a) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (b) send e-mail with forged TCP/IP packet header information, (c) send malicious e-mail, including, without limitation, "mail-bombing", or (d) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider.

- **Third Party Rules; Usenet.** Users will not use the Services in violation of the rules, guidelines or agreements associated with search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services.
- **Inappropriate Actions.** Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session or any third party's networks, systems, services, or websites. Users will not engage in any activities designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Strata Networks' network or on another provider's network. Users will not engage in conduct that is defamatory, fraudulent, obscene or deceptive. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User's account or Strata Networks' Services after User has terminated User's account; (c) to engage in phishing activities; (d) to violate any rule, policy or guideline of Strata Networks; and (e) in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism. Users will not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.
- **No Open Wireless Internet Local Area Connections.** Strata Networks prohibits the use of open wireless internet local area connections. Modems and router broadcasting wireless Internet without wireless security enabled is in violation of this AUP. Strata Networks reserves the right to bill the Customer a premium fee to allow unsecured wireless local area connections.
- **Illegal Use.** Customer will not use the Services in a manner that constitutes illegal activities, including but not limited to, death threats, terroristic threats, threats of harm to another individual, , HYIP or Ponzi schemes, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography and violations of the Child Protection Act of 1984, or any other applicable law.
- **Security Breaches and Obligations.** Users are prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of another party, including but not limited to, circumventing the user authentication or security of any host, network or account. Users will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the User is not expressly authorized to access and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information. Customer must use reasonable care in keeping its software on the Strata Networks' servers up-to-date and patched with the latest security updates.
- **IP Allocation.** Users are prohibited from using IP addresses not originally allocated for use or on unassigned VLANs or servers. All IP Addresses are currently owned and registered to Strata Networks and are non-transferable. Customer retains no ownership or transfer rights.
- **Misuse of Service.** Customer is responsible for any misuse of the Service that originates from Customer's account, even if such misuse was not caused by Customer.
- **No Resell.** Customer may not resell the Service without the express written consent of Strata Networks, which may be granted or withheld in Strata Networks' sole discretion.

### **Rights of Strata Networks.**

- Strata Network prefers to advise Users of violations of this AUP and any necessary corrective action, but if Strata Networks, in its sole discretion, determines that a User has violated this AUP, Strata Networks will take any responsive action that is deemed appropriate, without prior notification, which may include, but is not limited to, a warning, suspension of privileges, or termination of Service. Strata Networks reserves the right to immediately terminate Customer's account without notice at Strata Networks' sole discretion if Customer or others using Customer's account violate this AUP or if Strata Networks becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP that exposes Strata Networks to criminal or civil liability or that exposes the Strata Networks network or Strata Networks customers' network or property to harm.

- If Strata Networks notifies Customer of complaints received by Strata Networks regarding an alleged violation of this AUP, Customer agrees to promptly investigate all such complaints and take all necessary actions to remedy any violations of this AUP. Strata Networks may inform the complainant that Customer is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint.
- Strata Networks reserves the right to take down any material—or otherwise block access thereto—created or accessible on or through the Services and suspend or terminate any User creating, storing or disseminating such material where Strata Networks becomes aware that the material violates this AUP and/or exposes Strata Networks to civil or criminal liability, including without limitation, under applicable copyright laws.
- Users are responsible for configuring their own systems to provide the maximum possible accountability. Strata Networks shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Strata Networks.
- Strata Networks reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this AUP, including the disclosure of the identity of the User that Strata Networks deems responsible for the wrongdoing. Strata Networks will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Strata Networks' exercise of its rights under this AUP.
- Strata Networks reserves the right to install and use, or to have Customer install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, Users consent to allowing Strata Networks to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.
- Strata Networks reserves the right to change, modify, add, or remove all or portions of this AUP in its discretion at any time. Such modifications will be effective upon posting and use of the Services after such modification constitutes acceptance of such modifications. Customer is responsible for regularly reviewing this AUP to obtain timely notice of any changes.

**Responsibility for Content.** Strata Networks takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Strata Networks is not obligated to monitor such material, but reserves the right to do so.

Violations of this AUP may be reported to STRATA Networks at 435-622-5007.