

Terms of Use

This Acceptable Use Policy ("Policy") describes actions by Users that are prohibited by SageNet LLC and its subsidiaries and affiliates (together, "SageNet" or "Company"). "Users" includes SageNet customers, the employees of SageNet customers, any intermediary users or entities between the SageNet customer and any end users, and any end users who may use those networks, including, without limitation, wireline or wireless web, voice, data, and messaging services; and Internet related services (collectively, the "Services") that are provided by SageNet pursuant to an applicable customer agreement in whatever form (which SageNet customers have agreed to as a condition of receiving any Services from SageNet).

User acknowledges and agrees that this Policy may be revised from time to time by SageNet in its sole discretion, with any such modifications taking effect when the revised Policy is posted here. SageNet may, in its sole discretion, determine whether a User/s is in violation of this Policy. If a User/s is found to be in violation of this policy, SageNet reserves the sole discretion to deny or restrict the Service, or immediately to suspend or terminate the Service.

As specified below, illegal usage, abusive usage and/or use of the Services interfere with other Users' enjoyment of the Services and are therefore unacceptable. Users affirm that, if they are not the end user of the Services, that (a) they have in place an acceptable use policy that is substantially similar to this policy requiring adherence to the same basic terms and conditions as set forth herein; and (b) that it is Users' responsibility to disseminate the acceptable use policy and ensure awareness of and compliance with the policy.

Illegal Use Prohibited

The 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. . Unlawful uses include, without limitation, effecting or participating in any of the following activities via the Services provided by SageNet:

1. storing, posting or transmitting unlawful materials, e--mail or information;
2. storing, posting or transmitting harassing, threatening or abusive materials, e--mail or information;
3. storing, posting or transmitting defamatory, libelous, or slanderous materials, e--mail or information;
4. storing, posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind, including images containing child pornography;
5. storing, posting or transmitting materials, e--mail or information that infringe upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
6. storing, posting or transmitting materials constituting or encouraging conduct that constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations and/or U.S. sanctions laws and regulations;
7. storing, posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;

8. storing, collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, and
9. collecting, without adequate security and a legitimate purpose (as determined by SageNet), any of the following: (a) information from Users that are children and/or minors, without consent from such Users' parents or legal guardians in violation of applicable U.S. laws and/or regulations; (b) Users' personal health information or personal financial information without informed consent from such User/s, in violation of applicable U.S. laws and/or regulations; or (c) other personal information without the advising the User, in violation of applicable U.S. laws and/or
10. Engaging in any activity or device in an effort to disguise the origin of any transmission.
11. Engaging in any illegal gambling activity.

Abusive Use Prohibited

The Services may not be used for abusive purposes, as determined by SageNet. Abusive purposes include, without limitation, effecting or participating in any of the following activities via the Services provided by SageNet:

1. Posting ten (10) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
2. Posting to any Usenet or other newsgroups, listservs, forums, e--mailing lists or other similar groups or lists articles which are violations of the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list if such activity either causes complaints from other users or could reasonably be expected to do so;
3. Sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings either causes complaints from other users or could reasonably be expected to do
4. Falsifying User information provided to SageNet or to other Users of the Services;
5. Engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through an account provided by SageNet, re--mailer, or otherwise through the Services or using an account provided by SageNet as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the provider of Services or its supplier; and,
6. Operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both SageNet's network and the User's personal account to fraudulent and abusive use by third parties. User hereby acknowledges and agrees that it will not operate servers with in an open relay configuration. If a User requires assistance in determining the configuration of the User's server and/or instructions to secure a server the User may contact SageNet.

Interfering With Other Users Prohibited

No User shall interfere with any other person's use of the Services or the Internet by effecting or participating in any of the following activities via the Services provided by SageNet:

1. restricting or inhibiting any other User or any other person from using and enjoying Services and/or the Internet;
2. posting or transmitting any information or software that contains a virus, worm, or any other form of malware or having any other harmful component contained therein;
3. without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring or snooping data or traffic, (c) probing, scanning, testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
4. conducting or forwarding surveys, contests, pyramid schemes, or chain letters;
5. relaying e--mail in an anonymous fashion or forging any TCP--IP packet header; or
6. mailbombing, flooding, overloading, attacking, conducting any form of denial of service activity or otherwise interfering with a system or network.

User Responsibilities

Users remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed, or transmitted using the Services. Users 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. Users are responsible for maintaining the confidentiality of user names and passwords associated with any account you use to access the Services. SageNet has no responsibility for any material created on the SageNet network or accessible using the Services, including content provided on third--party websites linked to the SageNet network. Such third--party websites links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by SageNet of the content(s) of such sites.

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

Investigation and Enforcement of this Policy

All Users of the Services must adhere to the terms of this Policy. SageNet has the right, but is not obligated, to strictly enforce this Policy through self--help, active investigation, litigation and prosecution. SageNet shall not be obligated to monitor or exercise any editorial control over any material stored, copied, or communicated using our services or network, but reserves the right to do so. Any User which SageNet determines in its sole and unreviewable discretion to have violated any terms of this Policy may be subject to an immediate suspension or termination of service without notice on a

limited basis, as SageNet determines is reasonably practical, under the circumstances to address the underlying violation. In the event that SageNet becomes aware that any such material or activity may violate the terms of this Policy and/or expose SageNet to any form of civil or criminal liability including, without limitation, under the Digital Millennium Copyright Act (DMCA) or any other applicable law, SageNet reserves the right to, without notice, immediately block access to such material and suspend or terminate any user creating, storing, copying, or communicating such material, including any user whom SageNet becomes aware has engaged in any of the foregoing activity multiple times. SageNet further reserves the right to conduct investigations into fraud, violations of the terms of this Policy or other laws or regulations, and to cooperate with any and all applicable law enforcement authorities and/or other third parties in the investigation of alleged wrongdoing, which cooperation may include disclosing the identity of the User/s that SageNet considers may be responsible for the wrongdoing.

SageNet provides a conduit or transport for data as a part of the Services, and as such does not maintain or store User data on any SageNet systems. Notwithstanding the foregoing, SageNet may, where applicable, access and disclose any information (including source and destination IP address information) related to any User/s access and use of the network for any lawful reason, including but not limited to:

(1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our other customers; or (4) protecting Users of those Services and other from fraudulent, abusive, or unlawful use of, or subscription to, such Services. **INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER OR USER.** Violation of this Policy may result in civil or criminal liability, and SageNet may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the Services and charge User any applicable cancellation or termination fees. SageNet shall not have any liability for any such responsive actions. SageNet's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of SageNet's rights.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH THE NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH THE NETWORK IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS

AVAILABLE." SAGENET, IT'S AGENTS, AND ITS LICENSORS DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. SAGENET DOES NOT GUARANTEE

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AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES FROM THE USE OF THE NETWORK THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM YOUR USE OF THE NETWORK, ANY SERVICES OFFERED THROUGH THE NETWORK, OR ANY TRANSACTION PERFORMED THROUGH THE NETWORK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES--EVEN IF KNOWN BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF SAGENET, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF

LEGAL CLAIM IN ANY WAY CONNECTED TO THE NETWORK WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF SAGENET, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Governing Law

This Policy is governed by and construed under the laws of the State of Delaware, without regard to its conflict of laws principles. The federal and state courts sitting in the state of Delaware have exclusive jurisdiction over and venue of any suit that relates to this Policy. You are responsible for ensuring that your conduct is at all times in compliance with all applicable laws, rules, and regulations.

Indemnification

You agree to indemnify, defend and hold harmless SageNet, its officers, directors, employees, agents, shareholders, licensors, and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Policy by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through the network; or (5) your use of the network.

Contact Information and Incident Reporting

Any complaints regarding violation of this policy by a SageNet Customer (or its user) should be directed to abuse@sagenet.com. Where possible include details that would assist SageNet in investigation and resolving such complaint (e.g., IP addresses, a copy of the offending transmission and any log files).