



## Acceptable Use Policy

Awecomm Technologies L.L.C. has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Awecomm's networks, systems, services, web sites and products by our customers and other users of Awecomm's Services, and to enable us to provide Users with secure, reliable and productive services.

### General Conduct

Awecomm's services must be used in a manner that is consistent with the intended purpose of Awecomm Technologies L.L.C. and may be used only for lawful purposes. Users shall not use the Awecomm network in order to transmit, distribute or store material: (1) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (2) that may expose Awecomm to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this AUP.

### Responsibility for Content

Awecomm takes no responsibility for any material created or accessible on or through the Awecomm network. Awecomm is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Awecomm becomes aware that any such material may violate this AUP and/or expose Awecomm to civil or criminal liability, Awecomm reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. Awecomm further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Awecomm deems responsible for the wrongdoing.

### Inappropriate Content

Users shall not use the Awecomm network to transmit, distribute or store material that is inappropriate, as reasonably determined by Awecomm, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

### Intellectual Property

Material accessible through the Awecomm network may be subject to protection under the 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 shall not use the Awecomm network in any manner that would infringe, violate, dilute or misappropriate and such rights. If you use a domain name in connection of any of the Awecomm network, you must not use that domain name in violation other the trademark, service mark, or similar rights of any third party.

### Fraudulent/Misleading Content

Users shall not use Awecomm's network 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 a false or



inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

### **Spam**

Awecomm Users are prohibited from sending UBE/UCE. Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent.

Awecomm Users are prohibited from maintaining open mail relays on their servers. Ignorance of the presence or operation of an open mail relay is not and will not be considered an acceptable excuse for its (the open mail relay) operation. Multiple infractions of this policy will result in a discontinuation of service.

Awecomm Users will be notified in the event that their sites are in violation of the above policy. Failure to rectify such situations may be cause for termination of service.

Awecomm Users are prohibited from providing hosting services for websites that have been included in UBE/UCE. Hosting includes, but is not limited to, hosting website(s), providing DNS services as well as website redirect services.

Valid complaints received by Awecomm will be forwarded to the User for a response and resolution. If within twenty-four (24) hours there is no response, Awecomm may block traffic to and from the IP address involved in the UBE/UCE complaint until the problem is resolved and preventative measures have been implemented to prevent the violation from recurring. All users are responsible for maintaining a working email contact and updating that information with Awecomm when it changes.

If Awecomm receives repeat complaints indicating that a problem has not been resolved, Awecomm reserves the right to suspend and/or cancel any and all services provided to the User after a notification of no less than two (2) hours.

Users may not use the Awecomm network in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (n) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data. An e-mail message will be considered unsolicited if it is sent to a recipient (1) who has not expressly requested or invited it; (2) with whom the sender does not have an existing business or personal relationship; or (3) who has requested that the sender not send them any further messages.

To report an incidence of abuse, please email [abuse@awecomm.com](mailto:abuse@awecomm.com)



## System and Network Security

### Hacking

Hacking and related activities are prohibited. Hacking includes, but is not limited to, the following activities: violating or attempting to violate the security of the Awecom network, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) impersonating Awecom personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt, or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing", "denial of services" attacks or "crashing", (e) forgoing any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) attempting to utilize another User's account name or persona without authorization from the User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Awecom services. Violations of system or network security may result in civil or criminal liability. Awecom will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

### Other Illegal Activities

The use of the Services to engage in any activities that are determined by Awecom, in its sole discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable online privacy laws. Awecom will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

### Other Activities

Engaging in any activity that, in Awecom's sole discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with or be harmful to) the Services, Awecom's business, operations, reputation, goodwill, customers and/or customer relations, or the ability of Awecom's Users to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Usage Policy. In addition, the failure by a User to cooperate with Awecom in correcting or preventing violations of this Usage Policy is a violation of this Usage Policy.

Awecom may disclose any information in its possession, including, without limitation, information about Users, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request, to protect Awecom or others from harm, and/or to ensure the proper operation of the Services. Awecom has no obligation to notify any person, including the Subscriber about whom information is sought, that Awecom has provided the information.



## **Suspension; Termination**

Any User which Awecomm determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if Awecomm deems it necessary, immediate suspension or termination of such User's service without notice. Awecomm may take such further action as Awecomm determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Awecomm shall not be liable for any damages of any nature suffered by Customer, User, or any third party resulting in whole or in part from Awecomm's exercise of its rights under this AUP.

Violations of this AUP may be reported at the following link: [abuse@awecomm.com](mailto:abuse@awecomm.com)

Awecomm reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted.