

# Allstream<sup>®</sup> Acceptable Use Policy

## Introduction

This Acceptable Use Policy (“AUP”), also referred to as the “Policy”, specifies the rights, responsibilities, and prohibited conduct relating to the use of Allstream Products and Services (“Services”) by customers of Allstream (“Customers”) and by users that have gained access to the Services through Customer accounts (“Users”). By using the Services, you acknowledge that you and your Users are responsible for compliance with the Policy. Accordingly, you are responsible for violations of the Policy by any User that accesses the Services through your account. Allstream reserves the right to modify this Policy at any time.

## General Information

Allstream is committed to providing high-quality IP products and services for its Customers. Allstream also is committed to remaining a responsible member of the IP/Internet community. Allstream holds both itself and its Customers to a higher standard of accountability as set forth in this Policy. If Allstream receives abuse complaints, Allstream will work diligently to resolve these complaints with our Customers. However, if a Customer does not abide by this Policy or otherwise fails to cooperate adequately in the resolution of any complaint, Allstream may assess the Customer a fee immediately restrict or terminate its Services, at Allstream’s sole discretion, in addition to any other remedy that may be available to Allstream.

## Prohibited Uses

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 Allstream to criminal or civil liability; or (d) violate, 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 Policy or applicable third-party policies including, but not limited to, transmitting, distributing, or otherwise making available any product or service that violates this or another provider's policy.

**Inappropriate Content:** Users will not use the Services to transmit, distribute, or store material that Allstream reasonably determines is inappropriate, 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 religion, ethnicity, country of origin, age, gender, or sexual orientation.

**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. If a domain name is used with any of the Services, it may not be used in violation of the trademark, service mark, or other rights of any third party.

**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 (a) transmit unsolicited messages including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints; or (b) send messages which are excessive and/or intended to harass or annoy others (“Spam”). Sending or causing to be sent Spam including, without limitation to, commercial advertising and informational announcements is explicitly prohibited. Allstream customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to a message. 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 messages to a recipient that has indicated that he/she does not wish to receive them; (b) send email with forged TCP/IP packet header information; (c) send malicious messages including, without limitation, “mail-bombing”; (d) send or receive messages in a manner that violates the use policies of any other IP/Internet service provider; or (e) use an email box exclusively as a storage space for data.

Additionally, a valid reply-to address is required for all outbound email. Users shall not use Allstream’s mail server to deliver bulk email of 100 or more recipients per mailing or another site’s mail server to relay mail without the express permission of the site. Allstream reserves the right to take any and all legal and technical action required to prevent mail relaying and unsolicited email from entering, utilizing, or remaining within the Allstream Network. A customer running its own mail server may not relay through Allstream’s mail servers. If Allstream receives complaints resulting from an open relay, the customer may be subject to network restrictions, deactivation, and/or an assessed fee. Post Office Protocol (POP) mail clients should be configured to check for new mail at intervals no shorter than five (5) minutes. A customer performing excessive checks for new mail may be blocked from accessing the POP mail server until proper customer configuration changes have been made.

**Third Party Rules:** 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, webpages, 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 Allstream network or on another provider’s network. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User’s account or Allstream Services after User has terminated User’s account; (c) on behalf of persons or firms listed in the *Spamhaus Register of Known Spam Operations* (ROKSO) database at <http://www.spamhaus.org/rokso>; (d) to engage in phishing activities; or (e) for purposes of cryptography or similar computational processing to mine or create units of cryptocurrency, such as Bitcoin, Ethereum, Ripple, and Litecoin. Users will not use the Services to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.

**Illegal Use:** Users 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, multi-level marketing schemes, High Yield Investment Program (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 all other applicable laws. This prohibition includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

**Security Breaches:** Customers will not use the Services to cause security breaches or disruptions of Internet/IP 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 Customer is not expressly authorized to access, and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information. Customer must use reasonable care in keeping its software on the Allstream’s servers up-to-date and patched with the latest security updates.

## Rights of Allstream

Allstream may suspend or terminate Service of any User which Allstream believes has violated any element of this Policy. Allstream will suspend Service for violation of the Policy on the most limited basis as Allstream determines what is reasonably practical under the circumstances to address the underlying violation. Allstream will attempt to notify Users via email or other method prior to suspending Service for violation of the Policy, however, Allstream may suspend Service without notice if Allstream becomes aware of a violation of any applicable law or regulation or activity including, but not limited to, a violation of the Policy that exposes Allstream to criminal or civil liability or exposes the Allstream network or Allstream customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Allstream may take such further action as Allstream determines to be appropriate under the circumstances to eliminate or preclude repeat violations.

Allstream 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 Allstream becomes aware that the material violates this Policy and/or exposes Allstream to civil or criminal liability including, without limitation, under applicable copyright laws. Allstream reserves the right to avail itself of the safe harbor provisions of the Digital Millennium Copyright Act.

Users are responsible for configuring their own systems to provide the maximum possible accountability. Allstream shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Allstream. For example, Users should ensure there are clear “path” lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange and should generally present header data as clearly as possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured File Transfer Protocol (FTP) server, the User is responsible for re-configuring the system to stop the abuse.

Allstream reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this Policy, including the disclosure of the identity of the User that Allstream deems responsible for the wrongdoing. Allstream will not be liable for any damages of any nature suffered by any User or third party resulting in whole or in part from Allstream's exercise of its rights under this Policy.

Allstream reserves the right to install and use, or to have you 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 Allstream 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.

In most cases, Allstream will notify Users of complaints received by Allstream regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Allstream may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

## Responsibility for Content

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

## 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 OTHERWISE PROVIDED THROUGH AN ALLSTREAM WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH AN ALLSTREAM NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." ALLSTREAM, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. ALLSTREAM DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL ALLSTREAM, ITS AFFILIATES, ITS AGENTS, OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND—FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES—EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF ALLSTREAM, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY ALLSTREAM NETWORK OR WEBSITE 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 ALLSTREAM, AND ITS AFFILIATES, AGENTS, AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

## Indemnification

You agree to indemnify, defend, and hold harmless Allstream from and against all claims, liabilities, losses, expenses, damages, and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement 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 our website or network; or (5) your use of our website or network.

## Modification of the Policy and Agreement

Allstream reserves the right to modify this Policy at any time, effective upon its posting, as modified, on <http://www.allstream.com>. You agree to the Policy by accessing or using our website, products or services, or by sending any electronic transmission through our network.

## Other

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. Allstream may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.