



ACCEPTABLE USE POLICY

Abuse

- You may not use the HighComm network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including but not limited to:
- Any purpose prohibited by applicable federal, state or local law, rule or regulation;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Using the Services for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting;
- Use of the Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the HighComm or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "add/remove" tool); or
- Any conduct that is likely to result in retaliation against the HighComm network or website, or HighComm's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Offensive Content

You may not publish, transmit or store on or via HighComm's network and equipment any content or links to any content that HighComm reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;



- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to HighComm; or
- is otherwise malicious, fraudulent, or may result in retaliation against HighComm by offended viewers or recipients, or is intended to harass or threaten.
- Content "published or transmitted" via HighComm's network or equipment includes Web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the Internet.

Copyrighted Material

You may not use HighComm's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is HighComm's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Shared Systems

You may not use any shared system provided by HighComm in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of HighComm email services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your code if it unnecessarily conflicts with other customers' use of the services. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

911 and Other Emergency Dialing

911 and other emergency dialing is disabled by default. Client is herein aware of this and accepts all implications of thereof.

No credit will be available under a HighComm service level guaranty or agreement, if applicable, for interruptions of service resulting from AUP violations.