

Acceptable Use Policy

INTRODUCTION

We are committed to complying with all laws and regulations governing the use of the Internet, text message (e.g., SMS and MMS) and email transmission to preserve the use of any carriers with whom we interconnect to allow all customers to use our services with neither harassment nor interference from others. As such, this Acceptable Use Policy (AUP) is designed to achieve these goals.

SCOPE OF AUP

AUP applies to all of services or devices that provide or include access to the Internet. This includes hosting services (both software applications and hardware) and services provided over the Internet or wireless services (hereafter, "Internet Services" or "IS").

PROHIBITED ACTIVITIES

General Prohibitions: The use of Internet Services is prohibited in any way that is unlawful, harmful to, or interferes with use of our network or systems or any other carrier, interferes with the use or enjoyment of services received by others, infringes on intellectual property rights, results in the publication of offensive or threatening material, or constitutes Email/Spam/Usenet abuse, a security risk or a violation of privacy. It is a violation if the Customer fails to adhere to agreements, rules or guidelines applicable to search engines, Web service subscriptions, chat areas, bulletin boards, Web pages, USENET, applications, or other services that accessed via a link from us or any other carrier's content.

Unlawful Activities

Internet Services shall not be used in connection with any activity that violates or otherwise contravenes any criminal, civil or administrative law, or any applicable federal, state, local, principal, national or international law, treaty, court order, ordinance, regulation or administrative law or rule.

Threatening Material or Content

Internet Services shall not be used to host, post, transmit, or re-transmit any content or material that harasses or threatens the health (including mental health), or safety of others. This includes creating a domain name or operating a domain name. In addition, for those Internet Services that utilize other carriers' provided web hosting, we reserve the right to decline to provide such services if the content is determined to be obscene, indecent, hateful, harassing, malicious, racist, homophobic, xenophobic, sexist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Intellectual Property Rights

Internet Services shall not be used to publish, submit/receive, upload/download, post, use copy, or otherwise reproduce, transmit, re-transmit, distribute or store any content or material or to engage in any activity that violates the intellectual property rights of any individual, group, or entity. This includes any activity that infringes, misappropriates or otherwise violates said rights, including property, privacy or publicity rights. This includes, but is not limited to, any rights protected by any copyrights, patent, trademark laws, trade secret, trade dress, right of privacy, publicity, or other intellectual property right that is now known or later recognized by statute, regulation, or judicial decision or decree.

Inappropriate Interaction with Minors and Child Pornography

We comply with all applicable laws passed for the purpose of protecting minors. This includes, when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. Internet Services shall not be used to publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, distribute, or store child pornography. To help protect any exploited children from further harm, we asks that customers reporting actual or suspected violations do not submit any photographic images to us until we get appropriate law enforcement involved. For more information about online safety, visit www.mcmec.org.

Spam/Email/Usenet

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of AUP. Spam/E-mail or Usenet abuse is prohibited using remove IS. Examples of Spam/E-mail or USENET abuse includes, not is not limited to, the following activities:

- sending unsolicited electronic messages with petitions for signatures (digital or otherwise) or requests for charitable donations, or sending any chain mail related materials;
- sending multiple unsolicited electronic mail messages or “mail-bombing” to one or more recipients;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of network or of the networks with which interconnects, by virtue of quantity, size or otherwise;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- using IP addresses that the Customer does not have a right to use;
- sending bulk electronic messages without identifying a reasonable means of opting out from receiving additional messages from the sender within the message;
- relaying mail using another site’s mail server without the express permission of that site;
- using, without authorization, another computer to send multiple e-mail messages or to re-transmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- falsifying sender, packet header, or user information whether in whole or in part to mask the identity of the sender, originator, or point of origin;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- collecting the responses from unsolicited electronic messages;
- distributing, using, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party’s quiet enjoyment of Internet Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender’s return address, the e-mail address of origin, or other information contained in the subject line or header;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- advertising a website or service using redirect links in unsolicited commercial e-mail;
- posting a message that could reasonably be expected to generate complaints to more than ten (10) online forums or newsgroups; or
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;

SECURITY VIOLATIONS

Customers are responsible for ensuring and maintaining security of their systems and the devices that connect to and use Internet Services, including implementation of necessary patches and operating system updates from the providers they use. In no case shall this be our responsibility, nor shall customer hold the company accountable for any malicious software or malware transmitted using our services.

Internet Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of our (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- engaging in the transmission (sending or receipt) of pirated software;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- using or distributing tools to compromise security (including but not limited to SNMP tools), including password guessing, programs cracking tools, packet sniffers, or network probing tools (except in the case of authorized legitimate network security operations);
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- providing guidance, information or assistance with respect to causing damage or security breach to our network or systems, or to the network of any other Internet Service provider;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

CUSTOMER RESPONSIBILITIES

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using Internet Services. We have no responsibility for any material created on any network we provide or made accessible using Internet Services, including content provided on third-party websites linked to our network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by us of the content(s) of such sites.

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

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in taking actions anywhere from a warning to a suspension or termination of Customer's Internet Services. When feasible, we may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

However, we reserves the right to act immediately and without notice to suspend or terminate affected Internet Services in response to a court order or government notice that certain conduct must be stopped or when reasonably determined that the conduct may: (1) expose sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal or networks with which we are interconnected, (3) interfere with another Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to us or our customers.

There is no obligation to monitor content of any materials distributed or accessed using Internet Services. However, content may be monitored as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the network and its customers.

INCIDENT REPORTING

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a Customer (or its user) should be directed to customer care. Where possible, include details that would assist in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints

If you believe that your work has been copied and posted, stored or transmitted using Internet Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") directed to the designated agent listed below:

Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent: General Counsel
14675 Dallas Pkwy Suite 150
Dallas, TX 75254
Phone: 214-800-4400

Contact Information

Any notification that we send to our customers pursuant to this AUP will be sent via e-mail to the e-mail address on file, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify us of any change of contact information.

Effective Date: January 12, 2015

Last updated: August 1, 2019