

Acceptable Use Policy

Introduction

This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of Telco Experts' and our affiliates' services (the "Service") by clients Telco Experts ("Customers") and by users that have gained access to the Service through Customer accounts ("Users"). By using the Service, you acknowledge that you and your Users are responsible for fulfillment of rules, regulations and guidelines in accordance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. While it is not our intent to control or monitor online experience or the content of online communications, we reserve the right to edit or remove content that we deem to be in violation of the Policy or that we otherwise deem unlawful, harmful or offensive. The Policy applies to all aspects of the Service. Telco Experts includes Telco Experts, LLC and all of its affiliates (including direct and indirect subsidiaries and parents). "Telco Experts' Network" includes, without limitation, any constructed or leased transmission network, including any equipment, systems, facilities, services and products incorporated or used in any type of transmission network. As used in this Policy, "you" refers to Clients, and any reference to "Users" is intended to encompass, as appropriate in context, both Clients and their Users (whether as employees, general contractors, associates or any access granted "user" via your account). This Policy is designed to assist in not only Telco Experts and our affiliates; as well as the provided Service, but it is also implemented to protect our Users and the Internet community as a whole from unacceptable and/or illegal activity over the Internet, to improve Service and to improve Service offerings. Where as in a situation where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the Telco Experts' and affiliates Networks must also conform to the applicable acceptable use policies of such other ISPs.

Rights of Telco Experts and associated Service Affiliates

Suspension or Termination of Service

If Users engage in activities or a pattern of conduct, including without limitation repeated violations by a User whereby modification of violations does not appear evident in the discretion of Telco Experts or our affiliates, while using the Service that violates the Policy, or is otherwise illegal or improper, Telco Experts and our affiliates reserve the right to either suspend and/or terminate any Service or the Client's access to the Service. Telco Experts will attempt to notify you of any activity which is in direct violation of the AUP and request that the User cease such activity; however, in cases where the operation of the Network is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Service, harassment or copyright infringement, we reserve the right to suspend or terminate your Service or the User's access to the Service without notification. Additionally, Telco Experts, in conjunction with our affiliates providing said Service reserves the right to pursue any appropriate action against you or a User for violations of the AUP. This relates and includes, but is not limited to repeated violations wherein correction of individual violations does not in the Company's sole discretion correct a pattern of the same or similar violations. The Company reserves the right to the benefits provided through the safe harbor provisions of the Digital Millennium Copyright Act. The Company will not make any promises, nor do we have any obligations, to monitor or censor activity occurring using the Service and will have no liability to any party, including you, for any violation of the Policy.

Modifications to Policy

Telco Experts reserves the right to modify this AUP at any time without notice. We will attempt to notify Clients of any such modifications either via e-mail or by posting a revised version of the Policy on our Web site. Any such modifications shall be effective and applied prospectively from the date of posting. Use of Services by the client after any modifications to our AUP which are posted are construed as the Client's acceptance of our modified terms, new terms or additional terms of the AUP that stem from the changes implemented on the posting date.

Filters and Service Information

Telco Experts and our affiliates to which provide utilized Service, shall reserve the right to implement and utilize, or to have our Clients install and use, any appropriate devices to prevent violations of this AUP. This includes devices designed to filter or terminate access to the Service. By accepting and using the Service, you consent to

allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes.

Prohibited Uses

Illegal Activity

The Service shall not be used for any unlawful activities or in connection with any criminal or civil violation and the Services shall in all cases be used in compliance with applicable law. Use of the Service for transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This 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.

Unauthorized Access/Interference

Clients and respective Users of their accounts may not attempt to gain unauthorized access to, or attempt to interfere with or infringe upon the normal performance, operation or security of, any portion of Service provided. A Client and/or their User may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet in general. A User may not use the Service to monitor any data, information or communications on any network or system without authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

Unsolicited Commercial Email/Spamming/Mail bombing

Clients may not use the Service to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a sequence of unsolicited commercial e-mail messages or large attachments sent to one recipient is strictly prohibited and constitutes violation of this AUP. "Spamming" or "Mail bombing" is prohibited as well and will be interpreted as a violation leading up to and including termination of Service access by the Client. Use of the service of another provider to send unsolicited commercial email, spam or mail bombs, to promote a site hosted on or connected to our Services and affiliates network(s), is similarly prohibited. Likewise, a Client, as well as their Users may not use the Service to collect responses from mass unsolicited e-mail messages. We, Telco Experts as well as our affiliates, may in its sole discretion rely upon information obtained from anti-spamming organizations (including for example and without limitation spamhaus.org, spamcop.net, sorbs.net, and abuse.net) as evidence that a Client and/or its User is an active "spam operation" for purposes of taking remedial action under this AUP.

Spoofing/Fraud

intentionally or negligently injecting false data into the Internet by our Clients and/or their Users through Services provided will not be accepted. For example, in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information being distributed.

Clients, as well as their Users shall not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Client/User for purposes of deception. Any attempt to impersonate another human, organization or entity in general by altering the source IP address information or by using forged headers or other identifying information is forbidden. Any attempt to fraudulently conceal, forge or otherwise falsify your identity in connection with use of the Services provided to you is prohibited.

USENET Postings

All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined Telco Experts and our affiliates in our sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter.

Complaints

Should Telco Experts receive any complaints directly from Internet users or indirectly via our affiliates or any Internet organizations or through other parties, Telco Experts maintains that we will not be required to determine the validity of received complaints, or of the information obtained from anti-spamming organizations, before taking action against the violator under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. The Company has no legal obligation to forward the complaint to the Client and/or their User or to identify the complaining parties.

The following activities are also prohibited:

- Intentionally transmitting files containing a computer virus or corrupted data.
- If we have specified bandwidth limitations for your user account, use of the Service shall not be in excess of those limitations. If a User is accessing the Service via a dial-up connection, we may terminate the user session if the User is connected for more than 7 days in order to protect Level 3 Network resources and maintain Service availability for others.
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Services being provided to you.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to deliver unsolicited commercial email.
- Any activity that disrupts degrades harms or threatens to harm the network your Service is being provided through.
- Any use of another party's electronic mail server to relay email without express permission from such other party is prohibited.
- Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in this Policy, may result in suspension or termination of the User's access to or use of the Service.

This listing of prohibited activities is not exhaustive the Company reserves the right to determine any conduct that is or could be harmful to Telco Experts and our affiliates Network, other Clients or general users of the internet is in violation of this AUP and will exercise any or all of the remedies contained in this AUP to resolve said conduct.

Cooperation with Investigations

Telco Experts will, to the fullest extent of the law, cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. We reserve the right to disclose client information to the extent authorized by federal or state law. In those instances involving child pornography, Telco Experts and our affiliates will comply with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children as well as any other designated agencies.

Responsibilities of Customers

Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. You agree immediately to notify us of any unauthorized use of your account or any other breach of security known to you. If you become aware of any violation of this AUP by any person, including Users that have accessed the Service through your account, you are required to notify us.

Impending Security Event Notification

All Users of the Service are responsible for notifying us immediately if they become aware of an impending event that may negatively affect any area of our Network and the Services being provided overall. This includes extortion threats that involve risk of "denial of service" attacks, unauthorized access, or other security actions.

Configuration

All Users of our Services are responsible for configuring their own internal systems to provide the maximum possible accountability. Telco Experts shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Telco Experts. 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 possible. Additionally, we suggest that Client maintain a log of dynamically assigned IP addresses. Users of Services provided via Telco Experts are responsible for educating themselves and configuring their systems with at least basic security. If a Client's system at their site is determined to be violated, the Client is responsible for reporting the violation and then fixing the exploited system.

Complaints

In most cases, we will notify our Customer(s) of complaints received by us regarding an alleged violation of this AUP. You, the Client and your Users, agree to promptly investigate all such complaints and take all necessary actions to remedy any breaches and violations of this AUP. We 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. Once you are notified of any complaint, you must provide a representative of your organization solely for the purposes of receiving any such communications.

Privacy

When a Client utilizes the internet, it places the ability for them to accept and transmit large quantities of information. Please keep in mind that Telco Experts and our associates cannot monitor, warrant, verify or guarantee the accuracy and quality of the information that you, the Client may obtain. Due to this reason, Telco Experts strongly urges our clients to use their best judgment in relying on information obtained from the World Wide Web and remember that information transmitted may contain sexually explicit or inappropriate content which may be offensive. Because we are unable to monitor or censor the Internet and will not attempt to do so, the Company will not accept any responsibility for injury to its Clients (or any of their affiliates, whether they be customers or employees) that results from offensive, illegal, unlawful, inaccurate or generally unsuitable Internet communications. Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our Online Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."

Complaints and Contact Information

Any complaints regarding prohibited use or other abuse of the Services being provided through Telco Experts, including violations of this Policy, should be sent to Telco Experts, LLC. Please include all applicable information that will enable us to investigate the complaint, including all applicable headers of forwarded messages. Sites experiencing live attacks from a User through Telco Experts or our affiliates are urged to contact our Customer Care Center, via telephone at 800-787-5050 and submit a complaint immediately. It is important that you describe the urgency of the situation to the recipient of the call, should you need immediate attention. If you are unsure whether any considered use or action is permitted, please do not hesitate to contact us via email at help@telcoexperts.com.