



## Acceptable Use Policy

The Service may only be used for lawful and appropriate purposes. Customer and its Users may not transmit, retransmit, redirect, or store material in violation of federal or state laws or regulations or industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Customer and its Users may not abuse or fraudulently use the Service or Equipment, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this Acceptable Use Policy:

- 1) **Child Pornography:** It is illegal under federal and state child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.
- 2) **Inappropriate Content:** Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by PeakFiber, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.
- 3) **Denial of Service:** Engaging in activity that may or will interfere with the Service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from PeakFiber.
- 4) **Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by Customer may be blocked by PeakFiber from accessing the Network.
- 5) **Forging Headers:** Forging or misrepresenting a message header of an electronic transmission originating or passing through PeakFiber's Network.
- 6) **E-mail Spamming [or Mail-bombing]:** The transmitting of unsolicited e-mail to multiple recipients, sending large amounts of e-mail repeatedly that annoys, harasses or threatens another person or entity, or attempts to use PeakFiber servers as a mail drop or name server for SPAM. Sending unsolicited bulk e-mail from another Internet service provider's network advertising or implicating any Service hosted or provided by PeakFiber, including without limitation e-mail, web hosting, FTP and DNS services. The sending of e-mail with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk e-mailers on the PeakFiber Network - removal of complainants is required, as is the creation of a master no-send list. Bulk e-mailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk e-mailers will also be required to demonstrate a definitive prior business relationship between the sender and the

recipient. Utilizing a Customer affiliate program to generate leads makes Customer responsible for the actions of its Affiliates. This control includes, but is not limited to, blocking Affiliate links and sending the affiliate traffic to a 404-error type page.

- 7) **Fraudulent Activities:** Fraudulent activities include, but are not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.
- 8) **Unauthorized Access:** Unauthorized access includes, but is not limited to, the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using PeakFiber Services not included in Customer's contract; devising ways to circumvent security in order to access unsubscribed Services; using the Services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of Service; and/or interfering with a Service, overloading a Service or attempting to disable a host not assigned to Customer.
- 9) **Network Sabotage:** Use of PeakFiber Equipment and Services in a manner that interferes with others' use of the Internet or PeakFiber's Network.
- 10) **Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.
- 11) **Unlawful Acts:** Use of PeakFiber Equipment and Services to violate the law or to aid any unlawful act.
- 12) **Non-e-mail Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the PeakFiber Network is prohibited.
- 13) **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, Product, or Service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.
- 14) **Blacklisting:** Behavior by a Customer that causes or could cause blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from PeakFiber. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

## **VIOLATIONS AND ENFORCEMENT.**

At PeakFiber's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the Service if Customer does not cease the violation. PeakFiber may immediately suspend or terminate Service with or without notice if PeakFiber reasonably determines that a violation of the AUP has occurred. PeakFiber will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of Service. PeakFiber is not liable for damages of any nature suffered by any Customer, end-user, or any Third-Party resulting in whole or in part from PeakFiber exercising its rights under this AUP. PeakFiber has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the PeakFiber Network but, where possible and necessary, may do so at its discretion. Therefore, PeakFiber does not assume liability for others' violations of the AUP or failures to terminate those violations. PeakFiber reserves the right to assess time and materials charges to resolve Customer issues that are not resolved by the Customer in a timely manner.

Because PeakFiber acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-LeachBliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with all such statutes, rules and regulations.

PeakFiber reserves the right to modify this AUP at any time without prior notification to Customer.

**TO REPORT A VIOLATION OF THIS AUP OR AN ABUSE OF PEAKFIBER'S SERVICES, PLEASE E-MAIL:  
INFO@PEAKFIBER.NET**