

## **Why is Hosted Backbone (HOSTED) providing this Policy to my business?**

HOSTED's goal is to provide its customers with the best commercial Internet service possible. In order to help accomplish this, HOSTED has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of HOSTED Business Services Internet service, including HOSTED-provided Wi-Fi Internet service, Ethernet services, and other Internet-based communications services (each and collectively, the "Service"). This Policy is in addition to any other restrictions contained in any applicable terms and conditions or other agreements for services. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the applicable Small Business and Enterprise Services agreements (each and collectively, "Business Services Agreements").

All HOSTED Business Services customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other charges may apply. If your business does not agree to comply with this Policy, it must immediately stop all use of the Service and notify HOSTED so that it can close your business' account.

## **How will my business know when HOSTED changes this Policy and how will it report violations of this Policy?**

HOSTED may revise this Policy from time to time. For a copy of this document, please call 804-506-3200 or go to <https://www.hostedbackbone.net/>. HOSTED will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the HOSTED Business Services web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any HOSTED announcements they receive and regularly visit the HOSTED web site and review this Policy to ensure that their activities conform to the most recent version. Your business can send questions regarding this Policy to, and report violations of it at <https://www.hostedbackbone.net/>. To report a child exploitation incident involving the Internet, go to <https://www.hostedbackbone.net/>.

## **I. Prohibited Uses and Activities**

### **What uses and activities does HOSTED prohibit?**

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer-Provided Equipment, or the HOSTED Equipment, either individually or in combination with one another, to:

### **Conduct and information restrictions**

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"

- send large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to HOSTED or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;

### Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by HOSTED or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the HOSTED Equipment or Service or permit any other person to do the same who is not authorized by HOSTED;

### Network and usage restrictions

- restrict, inhibit, compromise, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies);
- restrict, inhibit, compromise, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any HOSTED (or HOSTED supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any HOSTED (or HOSTED supplier) facilities used to deliver the Service;
- make the Service available to any third party unless done with HOSTED's written approval in accordance with an applicable Business Services Agreement. It is not a violation of this Policy for a Customer to make the Service available to its authorized employees, contractors, or users (i.e., the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) as provided for in a Business Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service, in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;

- connect the HOSTED Equipment to any computer outside of your business' Service Location(s);
- interfere with computer networking or telecommunications service to any user, host or network;
- interfere with HOSTED's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with HOSTED's use and control of its domain name server ("DNS") used in connection with the Service; and
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"), unless otherwise expressly permitted by the applicable Business Services Agreement.

## **II. Customer Conduct and Features of the Service**

### **What obligations does my business have under this Policy?**

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your Service account. Your business is solely responsible for the security of any device (including data on those devices) it chooses to connect to the Service.

Your business is responsible for securing the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by HOSTED that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### **How does HOSTED address inappropriate content and transmissions?**

HOSTED reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to HOSTED's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither HOSTED nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings made on the Service. However, HOSTED and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

### **What requirements apply to electronic mail?**

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, HOSTED uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

HOSTED is not responsible for deleting or forwarding any email sent to the wrong email address(es) by your business or by someone else trying to send email to your business or its employees, contractors, or users. HOSTED is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at HOSTED's sole discretion. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) that is hosted by or at the direction of HOSTED will be permanently deleted as well.

In the event that HOSTED believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, HOSTED (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, HOSTED may at any time reserve any identifiers on the Service for HOSTED's own purposes.

HOSTED Service plans limit the storage of messages on HOSTED's systems to a specified number of days and may set an upper limit on the size and/or number of messages that you may send or receive through the Service. Contact us for specific information about email storage and sending and receiving limits. Neither HOSTED nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or of the misdelivery of, failure to deliver, or the untimely delivery of messages.

HOSTED's email servers and other systems employ various virus detection and prevention tools that it updates frequently to respond to the latest threats on the Internet. These tools will automatically remove viruses and other unwanted material from emails whenever possible. This applies both to emails your business sends as well as to emails your business receives. HOSTED's systems also may scan all incoming and outgoing email traffic over the Service using automated tools applying recognized and commonly used techniques for identifying and blocking spam and other unwanted or harmful code or content.

#### **What requirements apply to instant, video, and audio messages?**

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. HOSTED assumes no responsibility for the timeliness, misdelivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well

#### **What requirements apply to web hosting services?**

HOSTED may provide various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the "Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services and for compliance with all laws related to such information.

#### **What requirements apply to my business' Service account Internet reputation?**

HOSTED provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its reputation. However, because HOSTED provides the systems to deliver the Service, your business can do things using the Service that are directly attributable to HOSTED and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect HOSTED's reputation because of its ownership of the IP addresses associated with the Service. These activities also violate this Policy.

HOSTED reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features negatively impacts HOSTED's reputation as determined in its sole discretion. Any use of the Service or its features that results in your business' Service account, or any associated HOSTED information, being listed on, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in HOSTED suspending or terminating your business' Service account.

In these situations, HOSTED prefers to work directly with your business to address the problems causing the harm to HOSTED's reputation so that they do not happen again.

### **III. Network Management**

#### **Why does HOSTED manage its network?**

HOSTED manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as HOSTED works to promote the use and enjoyment of the Internet by all of its

customers. The company uses reasonable network management practices that are consistent with industry standards. HOSTED tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to HOSTED. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that HOSTED does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, HOSTED can deliver the best possible broadband Internet experience to all of its customers.

#### **How does HOSTED manage its network?**

Network management activities employed by HOSTED may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, and (iii) using other tools and techniques that HOSTED may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

### **IV. Data Consumption**

#### **Are there restrictions on data consumption that apply to the Service?**

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business Services Agreement. Therefore, HOSTED reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) user generated content sites. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by HOSTED in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with HOSTED's ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy and a breach of your Business Services Agreement. HOSTED's determination of the data consumption for Service accounts is final.

### **V. Violation of this Acceptable Use Policy**

#### **What happens if your business violates this Policy?**

HOSTED reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

#### **How does HOSTED enforce this Policy?**

HOSTED has no obligation to monitor and does not routinely monitor the Service and/or the network. However, HOSTED and its suppliers reserve the right at any time to monitor bandwidth, usage, data consumption, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and HOSTED users.

HOSTED prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. HOSTED also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without HOSTED's intervention. However, if the Service is used in a way that HOSTED or its suppliers, in their sole discretion, believe violates this Policy, HOSTED or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither HOSTED nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not HOSTED's exclusive remedies and HOSTED may take any other legal or technical actions it deems appropriate with or without notice.

HOSTED reserves the right to investigate suspected violations of this Policy and examination of material on HOSTED's servers and network. During an investigation, HOSTED may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to HOSTED and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your business' Service account, HOSTED is authorized to delete any files, programs, data, email and other messages associated with your business' account (and any secondary accounts).

The failure of HOSTED or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Your business agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

## **VI. Copyright**

### **How does HOSTED communicate with customers about copyright?**

HOSTED is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third-party intellectual property rights. HOSTED complies with the Digital Millennium Copyright Act of 1998 ("DMCA") that provides a process for copyright owners to communicate information about alleged infringements to us, and for us to inform our customers about them. Your business may receive notices under the DMCA if a copyright owner identifies your business' Service account as having been used in connection with acts of alleged copyright infringement.

### **What is HOSTED's DMCA policy?**

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. HOSTED, in accordance applicable laws, reserves the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who HOSTED, in its sole discretion, believes is infringing these rights. HOSTED may terminate the Service at any time with or without notice for any affected customer or user.

## **How do copyright owners report alleged infringements to HOSTED under the DMCA?**

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending HOSTED's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon HOSTED's receipt of a satisfactory notice of claimed infringement for these works, HOSTED will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). HOSTED will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send HOSTED a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

DMCA Notifications  
Hosted Backbone, LLC  
1702 Bridgewater Court  
Maidens, Virginia 23102 USA.  
Phone: 804.506.3200  
Fax: 804.285.3549  
Email: support@hostedbackbone.net

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to HOSTED, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

## **What can your business do if it receives a DMCA notification of alleged infringement?**

If your business receives a DMCA notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to HOSTED. Upon HOSTED's receipt of a counter notification that satisfies the requirements of the DMCA, HOSTED will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, your business expressly agrees that HOSTED will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with HOSTED's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: January 3, 2017