

LEVEL365 ACCEPTABLE USE POLICY (AUP)

1. RESTRICTIONS ON USE

1.1. Lawful, Worthwhile and Ethical Use Only.

Level365 Communications services and facilities may be used only for lawful, worthwhile and ethical purposes. Your transmission, distribution, request to receive or storage of any material over the Level365 network or by means of a Level365 Communications service (directly or indirectly) shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be used in connection with a civil or criminal violation of any local, state, federal or international law, statute, ordinance, regulation or government requirement (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; theft; fraud; forgery; or misappropriation of funds, credit cards, or personal information); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or be construed as an attempt to inflict emotional distress; (d) be obscene or contain pornography; and (e) contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including, without limitation, "Pirated software", "Hackers programs or archives", "Ware Sites", "IRC Bots", or "MP3."

2. Spamming Prohibited.

You may not distribute unsolicited commercial or informational messages ("spam") or take any other action that imposes an unreasonable or disproportionately large load on our infrastructure. At our option and without further notice, we may use anti-spam technologies, such as automatic word and spam filters, that may terminate your messages without delivering them or prevent messages from reaching you. The following are expressly prohibited: (a) excessive usage of CPU time or storage space; (b) use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for your own account; (c) use of another site's mail server to send out unsolicited commercial or informational messages that reference a Level365 Communications site or cause others to reply to a Level365 Communications address or to use another site's mail server to relay mail without the express permission of the site; and (d) sending chain mail, charity requests, petitions for signatures, commercial advertising, informational announcements or unsolicited mail messages that in Level365 Communications sole discretion might reasonably be expected to provoke complaints.

3. Open Mail Relays Prohibited.

You may not use any portion of our services to facilitate, implement or permit e-mail relay services for third parties (i.e., "open mail relay").

4. Misuse of Level365 Communications Network or Services Prohibited.

You may not without authorization do or attempt to do any of the following: (a) forge any TCP/IP packet header (or any part of the header information in an email or a newsgroup posting) or gain access to any account or computer resource not belonging to you (e.g., "spoofing") or otherwise hack, crack into, monitor, access, use, probe, or scan without authorization any system, network, data, traffic or security authentication measure; (b) obtain or attempt to obtain service by any means or device with intent to avoid payment; (c) access, alter, or destroy any information of any Level365 Communications customers or end-users by any means or device; (d) engage in any activities that will interfere with or cause a denial-of-service to any Level365 Communications customer or end-user or other Internet user, host or network (e.g., synchronized number sequence attacks, broadcast attacks, mail bombing, flooding, or deliberate attempts to overload a system); (e) use Level365 Communications products or services in violation of law or in aid of any unlawful act; (f) post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which violate the rules of such newsgroup, forum, or list or are off-topic according to the charter or other owner-published FAQ or description of the group, forum or list; (g) engage in any prohibited activities using the service of another provider, but channeling such activities through a Level365 Communications- related server, or using a Level365 Communications- related server as a mail drop for responses; (h) resell access to CGI scripts installed on our servers; (i) falsify user information provided to Level365 Communications or to other users of the service in connection with use of a Level365 Communications service; or (j) permit any open mail relay condition to exist in any SMTP mail server which you maintain on Level365 Communications network.

5. RESELLING OR MULTI-TENANT USE OF BROADBAND IP SERVICE

5.1. REALE PROHIBITED. You may not resell the Service in whole or in part to any third party, unless you have entered into a reseller agreement with us. You further agree that you will not, directly or indirectly, use the Service in whole or in any part to provide any form of service generally associated with an Internet service provider, or otherwise be in competition with us. This service may not be shared in a multi-tenant environment unless prescribed in service agreement.

6. CONSEQUENCES

6.1. Suspension, Termination or Other Action.

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service (in whole or in part), or other action appropriate to the violation, as determined by Level365 Communications in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. Level365 Communications may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this Policy (even if, upon investigation, no violation is found). You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to your violation of this Policy, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorneys fees or other costs or damages incurred by us.

7. INTERPRETATION

7.1. Policy Not Exhaustive.

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation and goodwill or affect the quality of our services or our ability to provide services.

8. MODIFICATION

8.1. Policy May Be Modified at Any Time.

Level365 Communications reserves the right to modify any provision of this Policy at any time without notice. Revisions will be effective when posted to the Level365 Communications public website or otherwise distributed generally to Level365 Communications customers.

9. REPORTING NETWORK ABUSE

9.1. Reports and Complaints.

Any party seeking to report any violations of Level365 Communications Policy may contact Level365 Communications via e-mail: abuse@level365.com.