

# Acceptable Use Policy of Unwired Ltd.

## Acceptance of Terms Through Use

By using the Unwired Ltd. Service, or any site owned and operated by Unwired Ltd ("Unwired"), you signify your agreement to the terms, conditions and notices of this policy. "You" when used in this statement shall mean the Unwired Customer of record and Unwired Customer end users.

This Acceptable Use Policy is used in conjunction with the terms of your service agreement. Violating any of these policies grants Unwired the authority to take action to restrict or terminate your account and access to Unwired Services. We reserve the right at our discretion to update or revise this policy, other Unwired policies or statements, and any Unwired product offerings from time to time. Please check back periodically to review any changes to this policy.

**Unwired disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through this Service, the systems which provide it, and the Internet, including all warranties of merchantability or fitness for a particular use, or non-infringement of any third-party rights. Unwired does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event shall Unwired (or any persons or entities related thereto) be liable for any special, indirect, or consequential damages associated with or arising from use of this Service in any way, including any loss of use, wages, data or profits, regardless of the form of action. Any failure by Unwired to enforce this policy in every instance in which it might have application does not amount to a waiver of Unwired's rights.**

## Lawful Use

You must use the Unwired Services in accordance with the terms of this policy, your Unwired Service Agreement, and in accordance with all federal, state and local laws, ordinances, and regulations.

## User Conduct, Prohibited or Unlawful Use

In order to maintain an informative and valuable Service that meets the needs of Unwired Customers, the following rules have been established to protect against abuse.

Use of Unwired Services for any unlawful purpose, or in any manner which could disable, damage, overburden or impair the operation of the Unwired Network or Unwired Services, or impact any other party's use or enjoyment of the Unwired Network or Unwired Services, is strictly prohibited. These prohibited uses and activities include, but are not limited to, using the Unwired Service or the Customer Equipment either individually or in combination to:

- Attempt to use or gain unauthorized access to Unwired data, accounts, hosts, servers, systems or networks, or to probe, scan or test the vulnerability of a system or network of Unwired, or any Unwired Customer, end-user, or additional third-party;
- Use this site or Unwired Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider;
- Engage in any fraudulent activity including but not limited to, impersonation of any person or identity (i.e. "phishing"), forging anyone else's digital or manual signature, modifying address information, domain names or e-mail headers to conceal the sender's or recipient's identity, or forging any TCP-IP packet header or any part of the header information related to mail, posting, or data transmission;
- Attempt to overload the system or interfere with service to any user, host or network including, but not limited to, mail-spamming, flooding or transmitting information or software which contains a virus, worm, or other harmful feature;
- Participate in the collection of mass email addresses, unsolicited bulk message responses, screen names or other identifiers without consent.
- 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, or unauthorized port scanners;
- Participate in the use of "spyware".
- Use this site or Unwired Services to post, store, or otherwise distribute or facilitate distribution of any content which is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, pornographic, or inaccurate.
- Infringe the intellectual property rights of any person or entity.
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Any other action regardless of intent, purpose, or knowledge, which has a negative effect on Unwired or its network including, without limitation, overloading servers on the Unwired Network; causing portions of the Unwired Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of Unwired, impose an unreasonable administrative burden on the company;

**PLEASE NOTE:** The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash.Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

## **Network Management and Violation of Acceptable Use**

Unwired uses various tools and techniques to manage its network, deliver Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic and can and do change frequently.

Unwired takes subscriber violations very seriously. If the Unwired Service is used in a way that Unwired, in its sole discretion, believes violates this Policy, Unwired may remove content, disable sites, suspend or terminate Services, or take any other action deemed necessary at the time. Unwired reserves the right to investigate suspected violations of this Policy and the Subscriber Agreement, including the gathering of information from the user or users involved, along with the complaining party (if applicable) and examination of material and data on Unwired's servers and network.

Customer agrees and consents to Unwired's cooperation with law enforcement authorities in the investigation of suspected illegal violations and the disclosure of information regarding use of the Services if Provider, in its sole discretion, believes that it is reasonable to do so to satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself, its employees, its customers or others.

Neither Unwired nor its affiliates, suppliers, or agents will have any liability for costs incurred for defending or asserting a violation of the Unwired Terms of Service Agreement or Acceptable Use Policy and Unwired may take additional legal or technical actions, as necessary to protect Unwired Services, the Unwired Network, or Unwired Customers.

## **Reporting Obligations**

Customers of Unwired are responsible for immediately reporting to Unwired any issue that could compromise the stability, service or security of any user or system connected to Unwired's networks.

## **Resellers and Downstream Service Providers**

Resellers and customers that provide third-party use of Unwired Services are responsible for informing their customers of this AUP and for enforcing all of its policies with regard to their customers' actions. Breach or non-compliance of this AUP by a customer or end-user of a reseller shall be considered a violation of this AUP.

## **International Use**

Unwired makes no representation that materials available on this site or through any Unwired service, are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who access this site or any site hosted by Unwired from other locations are responsible for compliance with local law.

## **Intellectual Property Rights**

**Copyright:** All Unwired web site design, text, graphics and the selection and arrangement thereof are the copyrighted work of Unwired Ltd. © 2018. All rights reserved.

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You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this site or through any Unwired Service. Nothing on any Unwired website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights, property, content, technology, system, process, or related material belonging to Unwired by virtue of it being displayed or made accessible on any Unwired website.

If you use a domain name or content in connection with Unwired web hosting, or any other web hosting service, you must not use that domain name or content in any way which violates any trademark, service mark, or similar rights of any third party.

### **DMCA Infringement:**

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 Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements to Unwired. In accordance with the DMCA and other applicable laws, Unwired will forward the notification to the Customer for action. Unwired reserves the right to terminate the Service provided to any customer or user who is a repeat infringer of third party copyright rights.

If you receive a DMCA notification of alleged infringement as described above, you should follow the steps included in the email to satisfy the requirements of the DMCA or follow the DMCA procedures for filing a counter notification. In all events, you expressly agree that Unwired will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

**General Complaints:** Please send reports of any activity in violation of this Acceptable Use Policy to [abuse@unwired.com](mailto:abuse@unwired.com). Unwired will reasonably investigate incidents involving such violations and Customer may be required to correct any system vulnerability upon notification and/or have Services suspended/terminated. Unwired may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.