

# Acceptable Use Policy of UNWIRED Ltd.

## Acceptance of Terms Through Use

This site provides you the ability to learn about UNWIRED and its products and services as well as the ability to access our network and services ("UNWIRED Services"). By using this site, and any other site owned and operated by 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.

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## Lawful Use

You must use this site and the UNWIRED Services in accordance with the terms of this policy and 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 the users of this site and UNWIRED Services, the following rules have been established to protect against abuse.

Use of this site or UNWIRED Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the UNWIRED Network or UNWIRED Services or any other party's use or enjoyment of this site, the UNWIRED Network or UNWIRED Services, is strictly prohibited.

Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any UNWIRED Services or those of any other party
- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity
- 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

Additionally, you may not, by use of any UNWIRED Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in UNWIRED's discretion:

- Is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, pornographic or inaccurate
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
- Is posted in violation of a newsgroup charter
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- 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; etc).
- Constitutes unsolicited duplicative e-mail (commercial or otherwise)
  - This prohibition extends to the sending of unsolicited and/or mass e-mailings from any UNWIRED account, or via another service which in any way (i) implicates the use of this site or UNWIRED Services, UNWIRED equipment or any UNWIRED e-mail address; (ii) that is relayed from any UNWIRED or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source

of the e-mail; (iv) which are sent, or caused to be sent, to or through the UNWIRED Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing may be deemed to be counterfeit.

- A communication may be unsolicited if: (1) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from sender, or (3) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.
- Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; and (iii) provide recipients with an effective means of removing their email from lists.

**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.

UNWIRED reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the UNWIRED Network, including the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to UNWIRED which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. UNWIRED will use commercial reasonable efforts to ensure that such testing will not adversely affect Service provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Your participation in online communication or use of any UNWIRED service is not edited, censored or otherwise controlled by UNWIRED. However, UNWIRED reserves the right to monitor content on this site and any UNWIRED Services and to remove content, disable sites, or suspend or terminate services if UNWIRED, in its discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of this Acceptable Use Policy.

## **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 its restrictions 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**

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If you use a domain name or content in connection with the 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.

### **Internet Relay Chat Rules**

You must not use any programs that may or will interfere with another's use of this site or UNWIRED Services. You must not run any Internet Relay Chat ("IRC") robot on any IRC server which might interfere with the Services or otherwise violate this AUP. When logged into any IRC server, you must comply with the rules and policies established by that IRC's service administrator.

### **Notices**

The UNWIRED Terms of Service Agreement and Acceptable Use Policy prohibit acts of copyright and trademark infringement and other unlawful behavior by UNWIRED subscribers. UNWIRED takes subscriber violations seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate services, or take other action as necessary. UNWIRED assumes no responsibility for costs incurred for defending or asserting a violation of the UNWIRED Terms of Service Agreement or Acceptable Use Policy.

**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. UNWIRED may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.