



ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “AUP”) is incorporated by reference in your Master Service Agreement (“MSA”). Your use of Services under the MSA is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the MSA.

Intermedia may add, delete or modify any provision of this AUP at any time without notice, effective upon posting of the modified AUP on Intermedia’s website. You are expected to check the AUP from time to time and take notice of any changes that Intermedia makes as they are legally binding on You.

Intermedia may suspend or terminate Your Services without notice if it determines that You are in violation of the AUP. No credit will be available under Your Service Level Agreement (“SLA”) for interruptions of Services resulting from AUP violations. Under this AUP “You” shall also mean any User of your Account.

You are independently responsible for complying with all applicable laws related to Your use of the Services, regardless of the purpose of the use. Intermedia encourages You to report violations to abuse@intermedia.net. You may be in violation of this AUP if Intermedia determines that You are intentionally or unintentionally using the Services to engage in or foster disruptive, unlawful or abusive behavior, or encouraging others to engage in or foster such behavior, including but not limited to:

- Breaching any applicable local, national or international law or regulation.
- generating or facilitating unsolicited bulk or commercial email in violation of the CAN-SPAM Act or any other laws and regulations applicable to bulk or commercial email, including but not limited to sending any communications to persons who indicate that they do not wish to receive them;
- violating the rules and conventions for postings to any bulletin board, chat group, or other online forum or violating the rules of any other

network which You access using the Services.

- violating or misappropriating the legal rights of others, including but not limited to privacy rights and intellectual property rights, or exposing trade secrets or other confidential information of others;
- intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
- interfering with the use of the Services, or the equipment used to provide the Services, including but not limited to exceeding allowed bandwidth by transferring excess data, or using any Services or system in a way that consumes a disproportionate share of the resources or otherwise interferes with the normal operation of the shared Services or system;
- altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services (whether through distribution of malicious software code or by any other means).
- probing, scanning, penetrating, reverse engineering, or testing the vulnerability of any Intermedia system, software or network (unless authorized in writing by Intermedia) or breaching Intermedia’s security measures, whether directly or indirectly.
- using Intermedia’s Services or equipment to publish, transmit (live or otherwise) or store any content or links to any content that Intermedia determines to be offensive, including but not limited to content that is illegal; immoral; sexual; excessively violent; deceptive or fraudulent; defamatory; malicious; containing offensive content; violating a person’s privacy; harassing; threatening; creating a risk to personal or public health or safety; promoting or soliciting an illegal activity; promoting discrimination based on race, sex, religion, disability, sexual orientation, or age; or

any content or links thereto that may result in retaliation or legal action against Intermedia by an offended party;

- using the Services, or a component of the Services, for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, or fraudulent purpose; and
- using the Services in any manner not authorized by Intermedia, or in any manner that Intermedia reasonably believes to be damaging to its reputation, business, system, network, or Services.

You shall not:

- reproduce, duplicate, copy or re-sell any part of Intermedia's website in contravention of the provisions of our terms of website use;

- access without our authority, interfere with, damage or disrupt:
 - a. any part of Intermedia's website;
 - b. any equipment or network on which Intermedia's website is stored;
 - c. any software used in the provision of Intermedia's website; or
 - d. any equipment or network or software owned or used by any third party.