## **Net Tel One Authorized Use Policy**

## **Net Tel One Communications**

## Introduction

The purpose of these Net Tel One Communications ("NTO") Rules of Use (these "Rules") is to help NTO's customers use NTO's Services responsibly and safely. These Rules apply to the use of the Internet by all NTO customers who access the Internet by means of NTO Services, and supplement the Communications Service Agreement and the Terms of Service for Outsourced IP Phone System Service between NTO and each of its customers. You should read these Rules carefully before using NTO's Services. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the customer's applicable Agreement and/or Order Form(s).

NTO reserves the right to amend these Rules at any time and without notice. Any revisions shall automatically become effective when posted. You should review these Rules frequently, because each time you use NTO's Services you will be bound by these Rules as then in effect. These Rules were last updated on January 1, 2012.

NTO expects each of its customers to follow these Rules. Violation of these Rules by any customer may result in the suspension or termination of such customer's account with NTO without refund. If any person is aware that any NTO customer is violating these Rules, NTO requests that such person report the violation to NTO by calling 781-843-3733 or by emailing <u>support@nettelone.com</u>. NTO appreciates its customers' cooperation in abiding by these Rules.

## Rules of Use

NTO clients are prohibited from using NTO's Services, system or network, any system or network of any other person that is accessed by means of NTO's Services, system or network or any system or network of any other NTO customer, to access the Internet in order to use the Internet in any of the following manners, for any of the following purposes or to take any of the following actions:

- in any manner that encumbers system or network resources to the point that usage causes interference with other customers' normal use of Services, either on NTO's system or network or any remote system or network;
- to make or attempt to make any unauthorized intrusion or entry into any part of, to violate or attempt to violate the security or integrity of, or to interfere or attempt to interfere with the proper operation of, NTO's system or network or any system or network of any other person (including, without limitation. any other customer of NTO);

- 3. to create or participate in any electronic chain letters and/or pyramid schemes, or to flood the Internet with commercial or non-commercial postings (colloquially known as spamming);
- 4. to harass anyone in any way;
- 5. for the unauthorized duplication or distribution of copyrighted material;
- 6. in any manner or for any purpose that violates any Federal, state, local or foreign law, regulation or ordinance;
- in any manner that may infringe upon any copyright, trademark, service mark, patent, trade secret or other intellectual property right of any person (including, without limitation. any other customer of NTO);
- 8. in any manner that may violate any privacy, publicity or other personal rights of any person (including, without limitation. any other customer of NTO);
- 9. to transmit any information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, hateful or racially, ethnically or otherwise objectionable;
- to impersonate any person (including, without limitation, any other customer of NTO) or to misrepresent an affiliation with any person (including, without limitation, any other customer of NTO);
- to transmit any information that you do not have a right to post or transmit, whether because of a contractual obligation (such as a confidentiality or nondisclosure agreement) or otherwise;
- 12. to transmit, send, place or post unsolicited email, promotional materials, telephone calls, mailings or other contacts to posting individuals or entities;
- 13. to send unsolicited advertising, promotional materials, email, "junk mail" or "chain letters;"
- 14. to access any server, account or data that you are not authorized to access;
- 15. to post or transmit anything that contains corrupted data or that contains a virus, Trojan horse, worm, time bomb or cancelbot, or any other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- 16. to decipher, decompile, disassemble or reverse engineer any elements or NTO's Services, system or network or of any system or network of any other person (including, without limitation. any other customer of NTO), or to attempt to do so; or
- 17. to transmit any information or materials without all applicable copyright, trademark, service mark, patent or other proprietary indicia and notices.