

## Acceptable Use Policy

**UnitedLayer's** ("UL") Acceptable Use Policy ("AUP") for products and services is designed to help protect UL, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

UL makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the Internet, including data information transmitted via any server designated as "secure." UL does not monitor, exercise control over, or accept responsibility for the content of information passing through its network. All persons and organizations, including UL customers, who transmit information over or who publish information that is made accessible through UL's network are responsible for the content of the information and for complying with the laws applicable to its publication. UL will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

### **Customer Responsibilities**

Each UL customer (commercial and ISP/reseller) is responsible for the activities of its own customers or end-users and, by accepting service from UL, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

### **Prohibited Conduct**

UL's services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of United States Federal or applicable United States State laws, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. UL customers may not abuse or fraudulently use UL products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

(1) **Child Pornography:** It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

(2) **Denial of Service:** Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from UL's IP Security Officer.

(3) **Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by UL from accessing the network.

(4) **Forging Headers:** Forging or misrepresenting a message header of an electronic transmission originating or passing through UL's network.

(5) **Email Spamming [or Mailbombing]:** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use UL servers as a mail drop or nameserver for SPAM. Sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by UL, including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk emailers on the UL network - removal of complainants is required, as is the creation of a master no-send list. Bulk emailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk emailers will also be required to demonstrate a definitive prior

business relationship between the sender and the recipient. Utilizing a customer affiliate program to generate leads makes a UL Customer responsible for the actions of its affiliates. This control includes, but is not limited to, blocking affiliate links and sending the affiliate traffic to a 404 error type page.

(6) **Fraudulent Activities:** Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

(7) **Unauthorized Access:** Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using UL services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.

(8) **Network Sabotage:** Use of UL products and services in a manner that interferes with others' use of the Internet or UL's network.

(9) **Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

(10) **Unlawful Acts:** Use of UL products and services to violate the law or in aid of any unlawful act.

(11) **Non-email Based Spamming:** Posting of messages in violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the UL network is prohibited.

(12) **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

(13) **Blacklisting:** Behavior by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from UL. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

(14) **Copyright Violations:** UL complies with the Digital Millennium Copyright Act ("DMCA"). UL encourages Users to report an alleged copyright infringement involving a UL device or customer by sending a notice to: [copyright@unitedlayer.com](mailto:copyright@unitedlayer.com)

### **Violations and Enforcement**

At UL's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the affected service if customer does not cease the violation. UL may immediately suspend or terminate service with or without notice if UL reasonably determines that a violation of the AUP has occurred. UL will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service. UL is not liable for damages of any nature suffered by any customer, end-user, or any third party resulting in whole or in part from UL exercising its rights under this AUP. UL has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the UL network but, where possible and necessary, may do so at its discretion.

Therefore, UL does not assume liability for others' violations of the AUP or failures to terminate those violations. UL reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.

**\*UnitedLayer reserves the right to modify this AUP at any time without prior notification to customers.**

**To report a violation of this AUP or an abuse of UnitedLayer's services, please e-mail:**  
[abuse@unitedlayer.com](mailto:abuse@unitedlayer.com)