

## Comporium Acceptable Use Policy

### INTRODUCTION

Comporium Internet Services' Acceptable Use Policy ("AUP") is intended to enhance the use of the Internet by preventing unacceptable use of any services Comporium provides. All Users, Licensees and/or Resellers of Comporium Internet Services and their Users are bound by this policy from the publication of this notice on the website of Comporium.

Violations of this AUP may result in the suspension or termination of account or services of the end user at the sole discretion of Comporium, its agents or assigns.

### VIOLATIONS OF ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

A. **Illegal use.** Using Comporium's services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law.

B. **Harm to minors.** Using our services to harm, or attempt to harm, minors in any way.

C. **Threats.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

D. **Harassment.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

E. **Fraudulent activity.** Using our services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

F. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. In addition, the use of open proxies is specifically prohibited.

G. **Unsolicited commercial email/Unsolicited bulk email.** Using our services to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are also prohibited.

H. **Unauthorized access.** Using our services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Comporium Internet Services or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

I. **Copyright or trademark infringement.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying

of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

**J. Collection of personal data.** Using our services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**K. Reselling our services.** Reselling our services without Comporium Internet Services' written authorization.

**L. Network disruptions.** Using our services for any activity which adversely affects the ability of other people or systems to use Comporium Internet Services or the Internet. This includes but is not restricted to: "denial of service" (DoS) attacks against another network host or individual user, hosting web servers or engaging in file-sharing activities that cause interference with or disruption of other network users, network services or network equipment.

## **PENALTIES**

**Comporium Internet Services may take any one or more of the following actions in response to complaints and/or violations of the AUP:**

- A. Issue warnings: written or verbal**
- B. Suspend account**
- C. Terminate account**
- D. Bill for administrative and investigative costs and/or reactivation charges**
- E. Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations**
- F. Any other action that it may deem necessary to protect the integrity of the network or to provide for the most efficient utilization of network resources**
- G. Cooperate fully with applicable agencies in a "Good Faith" manner in our best effort to protect the network and the safety of its users when presented with the proper legal documentation**

## **REVISIONS TO THIS ACCEPTABLE USE POLICY**

**Comporium Internet Services reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Policy changes take effect upon posting of revision to AUP on Comporium Internet Services' Website: [www.comporium.com](http://www.comporium.com)**