



## ACCEPTABLE USE POLICY

### Valid As Of April 2003

**Policies Regarding Acceptable Use;** VectorLink's acceptable use policies ("Policies") set forth below define acceptable practices while using any of VectorLink's services that provide access to the VectorLink network. By using VectorLink's service, you acknowledge that you and your users that have gained access to the VectorLink network through your account (collectively "Users"), have read, understood, and agree to abide by the Policies. You are responsible for violations of these Policies by any User. The Policies apply to all aspects of the Service, including but not limited to e-mail and browser usage and may be modified by VectorLink from time-to-time. Violation of these Policies may result in the suspension or termination of User's access to and use of VectorLink's service. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree to indemnify, defend, and hold VectorLink, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third party Web site providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from your violation of this Policy, misuse or abuse of the Service, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. You will cooperate as fully as reasonably required in VectorLink's defense of any claim. VectorLink reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not settle any matter without the written consent of VectorLink. You agree immediately to notify VectorLink of any unauthorized use of your account or any other breach of security known to you.

**General** These Policies are designed in part to assist in protecting Customers, Users, VectorLink, and the Internet community from improper or illegal activity over the Internet. For the most part, the simple exercise of good judgment and common sense while using VectorLink should enable Users to remain within the purview of acceptable conduct as further described in these Policies. The categories listed below are by no means exhaustive and should not be interpreted as such.

**Unauthorized Access/Interference** A User may not attempt to gain unauthorized access to, or attempt to interfere with or

VECTORLINK COMMUNICATIONS CORPORATION, INC.

835 AUTUMN CLOSE • ALPHARETTA, GA 30004 • PHONE: 770-663-7230 • FAX: 240-332-6453



compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information. A User may not use the VectorLink's network to engage in any activities that may interfere with the ability of others to access or use the VectorLink network or the Internet. A User may not use the VectorLink's network to monitor any data, information, or communications on any network or system without authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other users.

**UCE/Spamming/Mail bombing** A User may not use the VectorLink network to transmit unsolicited bulk commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient constitutes Unsolicited Commercial E-mail "UCE" and is prohibited. In addition, "spamming" or "mail bombing" is also prohibited. Likewise, you may not use the Service to collect responses from mass unsolicited e-mail messages. Unauthorized or Unsolicited postings in mail lists, message boards, zines, and or Instant Message systems shall be consider a violation of these Policies.

**Spoofing/Fraud** A User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information, MAC address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a User's identity in connection with use of the VectorLink service is prohibited.

**E-Mail Relay** Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.

**Illegal Activity** Users agree to use the VectorLink network only for lawful purposes. Use of the VectorLink network for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any



material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

**Other Prohibited Activities** The following activities are also prohibited: (1) attempting to intercept, redirect, or otherwise interfere with communications intended for others, (2) intentionally transmitting files containing a computer virus or corrupted data, and (3) any other inappropriate activity or abuse of the VectorLink network (as determined by VectorLink in our sole discretion), whether or not specifically listed in these Policies.

**Rights of VectorLink** If Users engage in conduct while using VectorLink Services that are in violation of these Policies or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate the Service or the User's access to the VectorLink network. A VectorLink representative will attempt to notify you of any activity in violation of the Policies and request that the User cease such activity; however, in cases where the viability of the VectorLink network is threatened or cases involving UCE/SPAM, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, harassment, copyright infringement, or other emergencies, we reserve the right to suspend your Service or the User's access to VectorLink without notification. In addition, VectorLink may pursue other appropriate legal actions for violations of these Policies. VectorLink will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity by Users.

**Privacy** Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our On-line Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the VectorLink network or over the Internet, including any data or information transmitted via any server designated as "secure." If you become aware of any violation of these Policies by any person, including Users that have accessed the Service through your account, please notify us at [support@VectorLink.com](mailto:support@VectorLink.com). Customers will be notified of complaints received by VectorLink regarding alleged violations of these Policies by Users of the Service. You agree to promptly investigate all such complaints and take all necessary actions to remedy any actual violations of these Policies. VectorLink may identify to the complainant that you are investigating the complaint and may provide the complainant with

VECTORLINK COMMUNICATIONS CORPORATION, INC.

835 AUTUMN CLOSE • ALPHARETTA, GA 30004 • PHONE: 770-663-7230 • FAX: 240-332-6453



the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications. We reserve the right to install and use, or to have you install and use, any appropriate devices to prevent violations of these Policies, including devices designed to filter or terminate access to the Services provided by us.

VECTORLINK COMMUNICATIONS CORPORATION, INC.

835 AUTUMN CLOSE • ALPHARETTA, GA 30004 • PHONE: 770-663-7230 • FAX: 240-332-6453