

Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by Vantage Communications to users of Vantage Services. The goal of the Vantage Acceptable Use Policy is to protect all users of Vantage Services, by promoting and protecting the availability, integrity, security, reliability and privacy of the Vantage Services platform, including (but not limited to) Vantage hardware & software systems, voice & data network connections, carrier partners, services, and products. Vantage reserves the right to modify the Policy at any time, effective upon the sooner of posting of the modified Policy on **www.vantage.com** or written notice to users.

By accessing or using any component of the Vantage Service offering, you agree to be bound by the terms and conditions set forth in this Acceptable Use Policy. If you do not wish to be bound by these terms and conditions, you may not access or use Vantage Services. Vantage Customers agree to review the policy periodically to be aware of such modifications and continued access or use of any component of Vantage Services shall be deemed conclusive acceptance of the modified policy.

ILLEGAL USE

The Vantage Platform may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

UNACCEPTABLE USE

Customers shall not use, nor shall it permit others to use, Vantage Services for the following purposes;

- a. for any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose;
- b. to send unsolicited email of any kind, regardless of the content or nature of such messages or post the same or similar message to one or more newsgroups;
- c. to send any virus, worm, Trojan horse or harmful code or attachment;
- d. to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network;
- e. so as to interfere with the use of the Vantage Platform by other customers or authorized users;
- f. for sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, unsolicited bulk e-mail, unsolicited commercial e-mail (also known as "Spamming");
- g. for use of another site's mail server to relay mail without the express permission of the site;
- h. for posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting (also known as "SPAM")).

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. Vantage will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

POLICY ENFORCEMENT

In any instance which Vantage believes in good faith, and in its sole discretion, that the provisions of this policy are not being followed, Vantage may immediately and without notice, restrict, suspend, discontinue, or terminate Services or any part thereof to a user, without liability on the part of Vantage. Vantage reserves the right to bring legal action to enjoin violations and/or collect damages caused by violations of any part of this Acceptable Use Policy.

If Customer, or a third party through Customer, violates any of the foregoing prohibitions, Vantage may immediately suspend the Services and/or terminate the Master Services Agreement without further liability or obligation to Customer.