

COMMZOOM, LLC

ACCEPTABLE USE POLICY

Contents

- I. Introduction
- II. Violation of this Acceptable Use Policy (AUP)
- III. Prohibited Uses and Activities
- IV. Customer Conduct
- V. Network Management
- VI. Contact Information

This document, commZoom, LLC's ("commZoom") Acceptable Use Policy (AUP), governs the use of internet related services provided by commZoom. All contractual terms and tariff terms also apply.

commZoom Acceptable Use Policy

I. INTRODUCTION

In this AUP, "Service(s)" refers to any internet related service you are receiving from CommZoom or its affiliates including but not limited to dial-up, High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, or Unified Messaging. **By using any such commZoom Service you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by CommZoom at any time by posting on the CommZoom website.

II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in commZoom taking actions ranging from a warning to a suspension of privileges or termination of your services. commZoom may, but is under no obligation to, provide you with advance notice of an AUP violation, via Email or otherwise, and request that such violation be immediately corrected prior to taking action. commZoom reserves the right to act immediately and without notice to suspend or terminate services in response to a court order or other legal requirement that certain conduct be stopped or when commZoom determines, in its sole discretion, which the conduct may:

- Expose commZoom to sanctions, prosecution or civil action
- Cause harm to or interfere with the integrity or normal operations of commZoom 's networks or facilities
- Interfere with another person's use of commZoom's services or the Internet
- Damage or disparage the reputation of commZoom or its services
- Otherwise present a risk of harm to commZoom or commZoom's customers or their employees, officers, directors, agents, etc.

commZoom may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. commZoom assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. commZoom shall not

be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from commZoom's exercise of its rights under this AUP.

III. PROHIBITED USES AND ACTIVITIES

General Use Policy

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning misuse of the Services obtained from commZoom. If commZoom is alerted to or otherwise becomes aware of violations or potential violations of this AUP, commZoom will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of Email/Spamming

Mass Emailing and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging Email headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple Email messages or to retransmit Email messages for the purpose of misleading recipients as to the origin is prohibited. Use of Email to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and commZoom reserves the right to seek damages and other available relief against You and/or any third parties - as applicable. For purposes of this AUP, such

violations are determined by commZoom in its sole discretion.

No Resale/Sharing of Services

You are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement;

You agree that you will not make the Service available to anyone other than your family and household guests, if a residential account, or business or your business' authorized employees, if a business account, or unless done with commZoom's prior written approval in accordance with an applicable Services Agreement.

commZoom® Robocall Mitigation Agreement for Residential and Commercial Voice Customers

Residential and commercial Voice customers of commZoom will know and comply with federal and state laws against originating unsolicited outbound calls (aka "robocalls") in their use of voice services provided by commZoom. commZoom has a zero-tolerance policy with regards to any customer who engages in the origination of robocalls for any purpose. commZoom will observe industry best practices to verify the identity of customers and will collect information such as customer's physical location, contact persons(s), and for commercial customers, the state or county of incorporation, federal tax ID and the nature of the customer's business. commZoom will not knowingly deliver services to known robocall originators and reserves the right to disconnect services without formal notice to customers who engage in such activity or are suspected of engaging in such activity. commZoom will cooperate with enforcement efforts of the Industry Traceback Group (ITG) and any other agencies designated by the Federal Communications Commission (FCC) to trace the origination of any actual or suspected robocall activity on its network.

IV. CUSTOMER CONDUCT

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software,

program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights and pirate software.

Illegal Activity/Tortious Conduct

Any use of the Services to violate any local, state or federal law or regulation, also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that commZoom determines in its sole discretion, to

be harmful to its subscribers, operations, or networks;

- Making fraudulent offers of products, items or services; or
- Creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of commZoom.
- Residential and commercial Voice customers of commZoom will know and comply with federal and state laws against originating unsolicited outbound calls (aka “robocalls”) in their use of voice services provided by commZoom. commZoom has a zero-tolerance policy with regards to any customer who engages in the origination of robocalls for any purpose. commZoom will observe industry best practices to verify the identity of customers and will collect information such as customer’s physical location, contact persons(s), and for commercial customers, the state or county of incorporation, federal tax ID and the nature of the customer’s business. commZoom will not knowingly deliver services to known robocall originators and reserves the right to disconnect services without formal notice to customers who engage in such activity or are suspected of engaging in such activity. commZoom will cooperate with enforcement efforts of the Industry Traceback Group (ITG) and any other agencies designated by the Federal Communications Commission (FCC) to trace the origination of any actual or suspected robocall activity on its network.

Third Party Rules; Usenet

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines

or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. commZoom reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

III. NETWORK MANAGEMENT

commZoom may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by commZoom.

Network Security

It is your responsibility to ensure the security of your network and the equipment that connects to your services. You are required to take all necessary steps to secure and manage the use of the Services received from commZoom in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the services you receive to prevent unauthorized access to *your systems* and/or the commZoom network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and services. You will be responsible if unknown third parties utilize your Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate

uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the Services you have purchased or applicable tariffs.

Responsibility for Content

You are responsible for any content you offer or receive through the Service.

Password Security

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the services through your account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

commZoom performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although commZoom will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which commZoom, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

IV. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact us via Email at:

acceptableuse@commZoom.com

Contact for Copyright Infringement

CommZoom complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC § 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. commZoom accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

abuse@commZoom.com

commZoom, LLC

2438 Boardwalk, San Antonio, Texas 78217 1-844-858-8500; fax 1-210-403-2688