



# ONE COMMUNICATIONS CORP. **Acceptable Use Policy**

|  |          |
|--|----------|
| One Communications Acceptable Use Policy and Legal Disclaimer.....   | 3        |
| <b>Introduction .....</b>  | <b>3</b> |
| <b>Acceptance Through Use .....</b>                                  | <b>3</b> |
| <b>User Consent to Privacy Policy and Acceptable Use Policy.....</b> | <b>3</b> |
| <b>Prohibited Uses.....</b>  | <b>3</b> |
| Offensive or Threatening Material or Content.....                    | 4        |
| Unsolicited Bulk E-mail (“UBE”).....                                 | 4        |
| Security Violations.....   | 4        |
| <b>Customer Responsibility .....</b>                                 | <b>5</b> |
| <b>Incident Reporting .....</b>                                      | <b>5</b> |
| <b>Warranties and Liability .....</b>                                | <b>5</b> |
| Limitation of Liability .....  | 6        |
| <b>Governing Law .....</b>   | <b>6</b> |
| <b>International Users.....</b>                                      | <b>6</b> |
| <b>Indemnification.....</b>  | <b>7</b> |
| <b>Severability .....</b>  | <b>7</b> |
| <b>Waiver and Assignment.....</b>                                    | <b>7</b> |
| <b>Termination .....</b>   | <b>7</b> |

# **One Communications Acceptable Use Policy and Legal Disclaimer**

Last Revised: December 19, 2006

## ***Introduction***

One Communications' Acceptable Use Policy ("AUP") for IP Products and Services is designed to help protect One Communications, One Communications' customers and the Internet community in general from irresponsible or, in some cases, illegal activities. This AUP is a non-exclusive list of the actions prohibited by One Communications. One Communications reserves the right to modify the AUP at any time, effective upon posting.

## ***Acceptance Through Use***

One Communications requires that all persons or entities visiting any One Communications sites on the World Wide Web agree to the following terms and conditions. By accessing, browsing, framing, using and/or linking to the One Communications web site, either manually or via an automated device, you (the "Customer" or "User") confirm your agreement to and acceptance of these terms.

When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, privacy policies, or other contractual provision as noted. If you are a One Communications customer, you will be subject to additional terms and conditions governing those services, including without limitation One Communications' Acceptable Use Policy. In the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall govern when you are using the Site. If you have any questions about this User Agreement please contact One Communications by e-mail at [generalcounsel@onecommunications.com](mailto:generalcounsel@onecommunications.com) before using the Site.

## ***User Consent to Privacy Policy and Acceptable Use Policy***

You agree that you have read and understand the terms of One Communications' Online Privacy and Acceptable Use Policies, which are posted on [www.onecommunications.com](http://www.onecommunications.com). These policies govern the collection, use and sharing of personal and non-personal information from you when using the Site and your acceptable use of the Site.

## ***Prohibited Uses***

One Communications is committed to comply with laws and regulations governing use of the Internet and e-mail transmissions and to preserve for all of its Customers the ability to use One Communications' network and the Internet without interference or harassment from other users. One Communications prohibits use of its Products and Services in any ways that are unlawful, interfere with use of One Communications' network or the Internet, infringe intellectual property rights, result in the publication using One Communications Products and Services of threatening or offensive material, constitute Spam/E-mail/Usenet abuse, or present security or privacy risks.

In the event of illegal activity, whether actual or suspected, One Communications will notify and cooperate with applicable law enforcement authorities for potential civil or criminal investigation or prosecution.

Here is a more detailed view of some prohibited actions:

## **Offensive or Threatening Material or Content**

One Communications' Products and Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, pornographic, hateful, malicious, racist, defamatory, libelous, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to One Communications' network or to the network of any other IP-related Service provider.

One Communications' Products and Services shall not be used to solicit or collect personal information from a minor (anyone under eighteen (18) years old) without appropriate prior verifiable parental consent. Personal information includes, but is not limited to, name, address, phone number or e-mail address. Pursuant to 47 U.S. C. Section 230(d), as amended, One Communications hereby notifies Users that parental control protections (such as computer hardware, software, or filtering services) are available that may assist Users in limiting access to material that is harmful to minors. Users assume all liability associated with viewing content or exposing any minor or other person to content on the Internet.

## **Unsolicited Bulk E-mail ("UBE")**

One Communications' Products and Services may not be used to send UBE. This includes, but is not limited to, the distribution of UBE for commercial, informational, advertising, political or religious purposes. Any unsolicited commercial e-mail messages sent to one recipient constitutes UBE.

Users also may not set up e-mail addresses on One Communications' network in order to receive responses from UBE, either directly or indirectly, by the User or by a third party on behalf of the User. Nor may the User deploy a mail transport agent outside of a User's own website to relay mail (unless a User has received express permission to do so).

## **Security Violations**

One Communications' Products and Services may not be used to interfere with, to gain unauthorized access to or otherwise violate the security of One Communications' or another's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of security violations include but are not limited to:

- i. Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- ii. Attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access or control devices, software or data (except in the case of authorized legitimate network security operations);

- iii. Using any program, file, script, command or the transmission of any message or content of any kind, designed to cause a denial of service or interfere with a terminal session or the access or use of the Internet or any other means of communication;
- iv. Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers, port scanning utilities, or network probing tools (except in the case of authorized legitimate network security operations);
- v. Falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- vi. Distributing viruses, worms, Trojan horses or other harmful software; and
- vii. Allowing a virus or worm infected computer to remain connected to the network which is actively attempting to spread to other

## ***Customer Responsibility***

Security of a Customer's network and systems is the sole responsibility of the Customer. Any firewalls, firewall configurations, routers and router configurations or any other equipment owned, implemented and maintained by the Customer (collectively "Customer Equipment") are the responsibility of the Customer. One Communications is not responsible for any loss of data as a result of a Customer's selection or method of security or routing configurations. In the event that a Customer requests that One Communications perform any work or maintenance on Customer Equipment, One Communications shall not be responsible for any damages, including loss of data, resulting from such work or maintenance.

## ***Incident Reporting***

Any complaints regarding the violation of this AUP by a One Communications Customer or User should be directed to [abuse@onecommunications.com](mailto:abuse@onecommunications.com), except that complaints concerning copyright infringement should be directed to One Communications' Copyright Agent as discussed in One Communications' [DMCA Notice](#). Please note the requirements of complaints directed towards Abuse:

- i. If your complaint concerns spam which has originated from or traversed our network, then please be advised that the complaint must: (1) include the entire offending message, including Internet headers (2) be in plain text format only (no HTML messages please) and (3) be in the message body (i.e. \*not\* in an attachment).
- ii. If your complaint involves a software based attack launched from or bounced off our network (e.g., port scanning, virus activity, attempted break-in, denial of service) then please be advised that the complaint must include: (1) pertinent log excerpts with timestamps and time zone data, (2) source and destination IP addresses, (3) protocols used along with source and destination ports, if applicable, and (4) any relevant packet captures or other system logs.

## ***Warranties and Liability***

THE SITE AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ONE COMMUNICATIONS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, THE SITE CONTENT, ANY SERVICES PROVIDED THROUGH THE SITE OR ON THE

INTERNET GENERALLY. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. ONE COMMUNICATIONS DOES NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR PROVIDING CONTENT, PRODUCTS OR SERVICES THROUGH THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (I) THE USE OF OR INABILITY TO USE THE SITE; (II) THE COST OF PROCURING SUBSTITUTE MERCHANDISE AND SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS, WARRANTIES, GUARANTEES OR CONDUCT OF ONE COMMUNICATIONS OR ANY THIRD PARTY ON THE SITE, OR (V) ANY OTHER MATTER RELATING TO THE USE OF THE SITE.

YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT SHALL NEW CO.'S TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID TO ONE COMMUNICATIONS, IF ANY, FOR THE USE OF THE SITE BY YOU OR \$50. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF ONE COMMUNICATIONS, OUR AFFILIATES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

### **Governing Law**

This Agreement and access to the Site shall be governed by and construed in accordance with the laws of the state of Massachusetts exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. Federal law.

You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the courts of the state of Massachusetts and of the United States of America located in the state of Massachusetts for any litigation arising out of or relating to use of the Site or purchases of services made through the Site (and agree not to commence any litigation relating thereto except in such courts).

### **International Users**

One Communications makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal in certain countries or for certain persons. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

## ***Indemnification***

You agree to indemnify, defend and hold harmless One Communications from and against all claims, liabilities, losses, expenses, damages (including reasonable attorney's fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our website or network; (5) your use of our website or network.

## ***Severability***

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

## ***Waiver and Assignment***

No delay or failure by One Communications in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder and shall in no manner affect One Communications' right at a later time to enforce such provision. You may not assign your rights or delegate your responsibilities hereunder without the express written permission of One Communications. One Communications may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

## ***Termination***

One Communications may immediately issue a warning, suspend or terminate your access to the Site for breach of this Agreement (or any other agreement or policy incorporated by reference hereto), or for any other reason in our sole discretion.