



CallOne Acceptable Use Policy

CallOne has established this Acceptable Use Policy (AUP) to advise the users of its network and services of the acceptable and prohibited uses of its network and services. The Company's network and services must be used only for lawful purposes and for purposes consistent with this AUP, which is a non-exclusive list of the actions prohibited by the Company.

1. Users are prohibited from violating any system or network security measure, including, but not limited to engaging in:

- Unauthorized access or use of the Company's or a third party's network, data, or information; including any attempt to probe, scan or test the vulnerability of a system or network, or to breach security measures without express authorization of the owner of the secured network;
- Unauthorized monitoring of the Company's or third party's data, systems or network traffic;
- Forging of any header or any part of the header information in any e-mail or newsgroup posting, or taking any action in order to obtain services to which such user is not otherwise entitled.

2. Users are prohibited from interfering with a third party's use of the Company's network or service, including without limitation, mailbombing, flooding and deliberate attempts to overload a system.

3. Users are prohibited from sending unsolicited e-mail messages ("spamming"), including, but not limited to:

- Posting the same, or similar, messages to one or more Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists;
- Posting any Usenet or other newsgroup, forum, e-mail mailing list or other similar group, or list articles which are off-topic or otherwise violate the rules of the charter or other owner-published FAQ or description of the group or list;
- Sending unsolicited e-mail, including commercial advertisements and informational announcements to Internet users, or any unsolicited e-mail that could reasonably be expected to provoke complaints;
- Using e-mail to engage in harassment, whether through language, frequency or messages. Continuing to send someone e-mail after being asked to stop is considered harassment;
- Sending e-mail with falsified or obscured header or information designed to hinder the identification of the location of what is advertised;
- Collecting replies to either (i) unsolicited e-mail messages or (ii) messages that were either sent through another provider which violate these rules or those of the other provider.

4. Users who send bulk e-mail to "opt-in" list must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited e-mail. The Company's receipt of complaints from Internet users related to e-mails received due to users use of "opt in" list shall be a violation of this AUP.

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5. Users are prohibited from creating, storing or disseminating any material (i) in violation of applicable law or regulation, (ii) protected by trademark, trade secret, copyright or other intellectual property rights without proper authorization, (iii) that is libelous, slanderous, defamatory, abusive, an invasion of privacy or otherwise illegal, (iv) containing fraudulent offers for goods or services or any promotional materials containing false, deceptive or misleading statements, claims or representations.

6. Users are prohibited from falsifying user information provided to the Company or to other users in connection with use of a Company service.

7. Users are prohibited from engaging in any of the foregoing activities: (i) by using the service of another provider, but channeling such activities through a Company account, remailer, or otherwise through a Company service, (ii) using a Company account as a maildrop for responses, (iii) otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a Company service.

8. The Company considers the above practices to constitute abuse of its service. Engaging in one or more of these practices may result in immediate termination of a user's access to the Company's services. Users shall be charged an administrative fee of \$500 for each incident in violation of this AUP. A violation of this AUP by someone having only indirect access to the Company network through a customer, or other user, will be considered a violation by the customer, or other user, whether or not with the knowledge or consent of the customer or other user. The Company receives complaints directly from Internet users, through Internet organizations and through other parties.

9. The Company shall not be required to determine the validity of complaints received before taking action under this AUP. The Company reserves the right in its sole discretion to determine whether duplicative or mass e-mail messages are "unsolicited." A complaint from the recipient, whether received directly or through an anti-spamming organization, shall be presumed to be evidence that the message was unsolicited. The Company has no obligation to forward the complaint to the user or to identify the complaining parties.

10. The user is responsible for the use of all services utilized via its connection to the Company network, including any support services provided via its connection to the Company network. Support services include hosting Web sites, electronic mailboxes, telephony gateways, IRC servers, advertising, transmitting, or otherwise making available any software, program, product or service. Providing support services that enable violation of this AUP or the AUP of any other Internet services provider is a violation of this AUP. Conduct that directly or indirectly encourages, permits or relies on activities in violation of this AUP, is also a violation of the AUP. Examples include failure to implement technical or administrative measures to prevent mass unsolicited e-mail, or providing spamming support services such as e-mail drop boxes, sales of spamware, list washing, and the hosting of "spamvertised" Web sites.

11. Nothing contained in this policy shall be construed to limit the Company's actions or remedies in any way with respect to any of the foregoing activities, and the Company reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Company service, and levying cancellation charges to cover the Company's costs. The Company will investigate violations of policy and will cooperate with law enforcement officials for suspected criminal violations. In addition, the Company reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

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