



# Acceptable Use Policy

This Acceptable Use Policy ["AUP"] applies to all Summit Telephone Company ["STC"] products, services ["Service"] and subscribers, unless otherwise specified in written product-specific terms and conditions. STC reserves the right to change or modify the terms of this AUP at any time, effective when posted on STC's website at [www.summittelephonecompany.com](http://www.summittelephonecompany.com). The Customer's use of the services after the AUP is posted and/or changes to the AUP are posted shall constitute acceptance of the AUP and/or any changed or additional terms. STC reserves the right to update this policy from time to time without notice to subscribers.

## Acceptable Use

The You Customer / Subscriber agree not to use this Service to:

1. invade another's privacy;
2. distribute lists to be used via unsolicited electronic mail or other mass electronic mailings including but not limited to: mass-news postings, SPAM and unsolicited email sent from your server, or any other service on the Internet, which contains your domain name or any other domain name on STC's network;
3. unlawfully use, possess, post, transmit, display or distribute obscene material or child pornography;
4. post, transmit, or disseminate content which violates any proprietary rights of any third party, or that is otherwise unlawful;
5. post, transmit or disseminate objectional information, without limitation, constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, federal or international law, order or regulation;
6. access any other person's computer, software, or data of any other person without the knowledge and consent of such person;



7. upload, post, publish, transmit, reproduce, publicly perform, publicly display, or distribute in any way, create derivative works, or information, software or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
8. copy, distribute, or sublicense any software provided by STC except that You may make one (1) copy of each software program for backup purposes only;
9. alter, modify or tamper with the Service or permit other person to do the likewise;
10. restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
11. disrupt, STC's network;
12. resell the Service or otherwise charge others to use the Service (*the Service is for your personal use only within your business, domicile, apartment, dormitory room or barracks room and You agree not to use the Service for operation as an Internet Service Provider or for any other business enterprise in competition with the Service*);
13. *use the Service in any way which is contrary to any other STC policy that may be posted by STC from time to time.*

### **Transmitting And Viewing Content**

The customer must understand that all information, data, text, software, music, sound, photographs, video, messages, or other materials ["Content"], whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not STC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. STC does not control the Content posted via STC's Service, and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that buying the Service, you may be exposed to Content that is offensive, indecent or objectional. Under no circumstances will STC be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind transmitted or otherwise made available via the Service.



## **Monitoring Content**

You acknowledge that STC has no obligation to monitor or review Content. However, you acknowledge and agree that STC has the right to monitor Content electronically from time to time and to disclose any information as is necessary to satisfy any law, regulation or governmental request to operate the Service properly, or to protect STC or its Subscribers. STC reserves the right to refuse to post or to remove any Content that violates the terms and conditions of Service herein. You agree that you must evaluate, and bear all risks associated with the use of any Content including any reliance on that Content.

## **Domain Registration**

If STC assists the customer in registering or hosting a domain name(s), the customer represents that it exclusively owns or is the proper licensee of any intellectual property rights for any name that it submits to STC. The customer also agrees to indemnify STC for any and all losses that may occur as a result of breach of such warranty. The customer shall also be responsible for on-going registration renewal fees in subsequent years.

## **STC's Right To Terminate**

Engaging in any of the activities listed above may result in immediate termination of service. This AUP shall not in any way limit STC's rights of termination pursuant to the product's Terms and Conditions document.

## **Indemnification**

You agree to indemnify and hold harmless STC and each of its respective affiliates, subcontractors, employees, and all other agents thereof, from any claims arising from Your use of the Service; this includes, but is not limited to, use of the Service in any manner prohibited under this AUP.

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