



## Internet Acceptable Use Policy

APXnet may revise this Business Class and Commercial High-Speed Internet Acceptable Use Policy (the "AUP" or "Policy") from time to time with or without notice by posting a new version of this document on the APXnet Web site at [www.apxnet.com/forms](http://www.apxnet.com/forms) (or any successor URL(s)). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of APXnet's Business Class and other commercial Internet services (collectively, the "Service") should regularly visit our web site and review this Policy to ensure that their activities conform to the most recent version.

It is APXnet's intent to provide our customers with the best high speed Internet service possible. In order to accomplish this task, we have adopted this Policy. This Policy outlines acceptable use of the Service, as well as permissible and prohibited conduct for using the Service. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the agreements and terms and conditions applicable to the Service (collectively, the "Agreement"). All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Agreement.

It is the responsibility of all APXnet Business Services and commercial customers, and all others who have access to APXnet's network and supplier's networks, ("customer," "you," or "your") to comply with this AUP and all APXnet policies. As a Service customer, it is your responsibility to secure your equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other APXnet policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify APXnet so that your account may be closed. In this case, termination or other charges may apply.

**Note:** APXnet reserves the right to immediately terminate the Service and the Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the APXnet Equipment or Service in a way which is contrary to any APXnet policies or any of APXnet's suppliers' policies. In this case, termination or other charges may apply. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

### Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using the Service, Customer-Provided Equipment, APXnet Equipment or any other equipment used in connection with the Service to:

Prohibited uses include, but are not limited to, using the Service, Customer-Provided Equipment, APXnet Equipment or any other equipment used in connection with the Service to:

i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, abusive, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;

iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used to diagnose a problem with your local area network ("LAN"), or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;

v) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise which is protected by copyright or other proprietary right, without obtaining permission of the owner;

vi) copy, distribute, or sublicense any software provided in connection with the Service by APXnet or any third party, except that you may make one copy of each software program for back-up purposes only;

vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any APXnet (or APXnet supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any APXnet (or APXnet supplier) facilities used to deliver the Service;

ix) resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (i.e. wi-fi, "hotspots," or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, or resell the Service or otherwise make available to anyone inside the Premises the ability to use the Service except for users specifically authorized by APXnet in accordance with an applicable Service plan;

x) use the Service for operation as an Internet service provider or, unless done with APXnet's approval in accordance with an applicable Service plan, use the Service as an end-point on a non-APXnet local area network or wide area network;

xi) make the Service available to anyone other than you or your authorized employees or contractors (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with APXnet's written approval in accordance with an applicable Service plan;

xii) transmit unsolicited bulk or commercial messages or "spam" in violation of law This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

xiii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;

xiv) distribute programs that remove locks or time-outs built into software (cracks);

xv) unless you subscribe to a Service plan that expressly provides for a static or statically assigned Internet protocol ("IP") address, run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

xvi) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

xvii) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

xviii) collect responses from unsolicited messages;

xix) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;

xx) service, alter, modify, or tamper with the APXnet-Provided Equipment or Service or permit any other person to do the same who is not authorized by APXnet;

xxi) connect the APXnet-Provided Equipment to any computer outside of your Premises;

xxii) collect, or attempt to collect, personal information about third parties without their consent;

xxiii) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and

xxiv) violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access.

### **Security**

You are responsible for any misuse of the Service, even if the misuse was committed by an employee, contractor, customer, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. APXnet recommends against enabling file or printer sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by APXnet and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a LAN, for example, should be protected with a strong password or as otherwise appropriate.

### **Inappropriate Content and Transmissions**

APXnet reserves the right, but not the obligation, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither APXnet nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings made on the Service. However, APXnet and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Agreement and any other applicable policies.

## **Electronic Mail**

The Service may not be used to send unsolicited bulk or commercial messages in violation of law and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resource which uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail in violation of law, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference APXnet or the APXnet network (e.g. by including "Organization: APXnet" in the header or by listing an IP address that belongs to APXnet, APXnet's supplier's Networks or the APXnet network) in any unsolicited e-mail even if that e-mail is not sent through the APXnet network or Service.

APXnet Service plans limit the storage of messages on APXnet's servers to a set number of days and may set a fixed upper limit on the number of messages that you may send or receive through the Service. Neither APXnet nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or of the mis-delivery of, failure to deliver or the untimely delivery of messages.

APXnet is not responsible for forwarding e-mail sent to any APXnet.net or other APXnet provided e-mail account which has been suspended or terminated. This e-mail will either be returned to the sender, ignored, deleted, or stored temporarily at APXnet's sole discretion. In the event that APXnet believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, APXnet (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, APXnet may at any time reserve any identifiers on the Service for APXnet's own purposes.

## **Newsgroups**

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. APXnet reserves the right to discontinue access to any newsgroup at any time for any reason. APXnet Service plans limit the amount of newsgroup content that may be downloaded.

## **Instant Messages**

You alone are responsible for the contents of your instant messages and the consequences of any instant messages. APXnet assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

## **Web Site Hosting**

As part of the Service, APXnet may provide you with web site hosting, access to web pages that you have developed, and storage space (collectively, "APXnet Web Site Hosting"), or under an applicable Service plan you may provide or obtain your own web site hosting and related services (collectively, "Customer Web Site Hosting"). You are solely responsible for any information that you or others publish or store using APXnet Web Site Hosting or Customer Web Site Hosting, and for the compliance with this Policy of APXnet Web Site Hosting and Customer Web Site Hosting. You must ensure that the intended recipient of any content made available through APXnet Web Site Hosting or Customer Web Site Hosting is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. APXnet reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs

and scripts, video recordings, and audio recordings. APXnet may remove or block content that you publish or attempt to publish using APXnet Web Site Hosting and terminate your APXnet Web Site Hosting and/or your use of the Service if we determine that you have violated the terms of this Policy. In this case, termination or other charges may apply.

### **Network, Bandwidth, Data Storage and Other Limitations**

You must comply with all current bandwidth, data storage, and other limitations on the Service established by APXnet and its suppliers. You must ensure that your activity (including, but not limited to, use made by you or others of the Service (including Web Site Hosting) does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of APXnet) an overly large burden on the network. In addition, you must ensure that your activities do not restrict, inhibit, interfere with, disrupt, degrade, or impede APXnet's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all APXnet network, bandwidth, and data storage and usage limitations established by APXnet in its sole discretion. You must ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, APXnet may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels. In the event of termination, termination or other charges may apply.

### **Copyright Infringement**

APXnet is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is APXnet's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who APXnet believes in its sole discretion is infringing these rights. APXnet may terminate the Service at any time with or without notice for any affected customer or user. In this case, termination or other charges may apply.

Copyright owners may report alleged infringements of their works by sending APXnet's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon APXnet's receipt of a satisfactory notice of claimed infringement for these works, APXnet will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service, if housed on a hosted APXnet Web Site or APXnet-hosted Web Site or (ii) disable access to the work(s). APXnet will also notify the affected Customer or user of the Service of the removal or disabling of access to the work(s). If the affected Customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to APXnet. Upon APXnet's receipt of a counter notification that satisfies the requirements of DMCA, APXnet will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that APXnet will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send APXnet a notification of claimed infringement to report alleged infringements of their works to:

Heidi Burns Wood, APXnet  
2 School Street Berwick, ME 03901  
E-mail: [heidi@APXnet.com](mailto:heidi@APXnet.com)

Phone: (207) 752-5014

Fax: (207) 752-5013

Copyright owners may view and print a notification of claimed infringement form in [HTML](#) format. Complete the form and return it to APXnet. APXnet doesn't require that you use this form, and copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to APXnet, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with APXnet's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

### **Violation of Acceptable Use Policy**

APXnet does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although APXnet has no obligation to monitor the Service and/or the network, APXnet and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and APXnet users.

APXnet prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which APXnet or its suppliers, in their sole discretion, believe violate this AUP, APXnet or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. In this case, termination or other charges may apply. Neither APXnet nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not APXnet's exclusive remedies and APXnet may take any other legal or technical action it deems appropriate.

APXnet reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on APXnet's servers and network. During an investigation, APXnet may suspend the account or accounts involved and/or remove or block material which potentially violates this Policy. In this case, termination or other charges may apply. You expressly authorize APXnet and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include APXnet providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, APXnet is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of APXnet or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless APXnet and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted APXnet policy related to the Service. Your indemnification will survive any termination of the Agreement.