



## Trace Fiber Networks Acceptable Use Policy (AUP)

When you purchase Internet services from Trace Fiber Networks (or “Trace”), you join two communities. First is the community formed by our network and our customers; the second community is the one made up of all networks and users connected to each other to form the Internet. Becoming a member of these communities gives you certain rights and privileges, but also imposes certain duties and responsibilities. Trace has established an Acceptable Use Policy (or “Policy”) in order to make these duties and responsibilities clearer. This document is intended to provide a general understanding of Trace’s Policy. The following factors guide the establishment and enforcement of Trace’s usage Policy:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with applicable law
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

Trace intends to provide its customers access to everything the Internet has to offer. While Trace is firmly committed to respecting the constitutional rights afforded to its users, certain activities are damaging to the resources of both Trace and the Internet and cannot be permitted. The resources of Trace and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. 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.

Trace reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any applicable laws or the terms and conditions of this Policy. If a Trace account is suspected or confirmed to be used to violate this Policy, Trace may terminate the service without notice. While we prefer to advise customers of inappropriate behavior and any necessary corrective action, flagrant violations will result in immediate termination of service. Our failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

Trace’s right to remove inappropriate content under this Policy shall not place an obligation on Trace to monitor or exert editorial control over any site or content. As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this Policy, please contact us at [noc@tracefiber.com](mailto:noc@tracefiber.com).

### General Information

Your Trace account provides you access to a vast collection of networks and services around the world such as the World Wide Web, electronic mail, and newsgroups. Your use of these services is subject to this Acceptable Use Policy. Violations may result in termination of your account with or without notice in accordance with the Agreement for Use (or Service Agreement) entered into with your provider or Trace at the time you created your account.

In general, you may NOT use your Trace account:

- In a manner which violates any law, regulation, ordinance, treaty or tariff;
- In a manner which violates the rules, regulations, ordinances, and policies of any network, server, Web

site, database or service provider that you access through your Trace Fiber Networks account;

- In a manner which is defamatory, fraudulent, indecent, offensive or deceptive;
- To threaten, harass, abuse, or intimidate others;
- To damage the name or reputation of Trace Fiber Networks, its parent, affiliates, subsidiaries, employees, or managers (collectively “Affiliates”);
- To break security on any computer network, or to access an account which does not belong to you; or
- In a manner which interferes with other customers’ use and enjoyment of the services provided by Trace.
- To resell the Service or otherwise charge others to use the Service. The Service is for end users only and Customer agrees not to use the Service for operation as an Internet Service Provider or for a Web Hosting enterprise.

Trace reserves sole discretion to determine whether any use of the service is a violation of this policy, as well as the consequences resulting from any violation, up to and including termination of the user’s services. Guidelines for using your account follow. This information is only a guideline, and is not intended to be all-inclusive.

### **Electronic Mail**

Most Trace accounts give you the ability to send and receive electronic mail. Misuse of electronic mail may result in termination of service. The following examples are non-exclusive and are provided for your guidance.

- You may not use your account to send unsolicited bulk or commercial messages (“spam”). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.
- Forging, altering or removing electronic mail headers is prohibited.
- You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account (“mail bombing”).
- You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.
- You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
- You may not use your account to promote or sell any goods or services that are unlawful in the location at which the content is posted or received or the goods or services delivered.
- Trace accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Policy or the acceptable use policy of the other service provider.
- If you use the services of another provider to promote a web site hosted by or through Trace, then the provisions of this Policy shall apply to the methods used to promote such site.

### **Web Sites**

Trace may provide storage space and access for Web sites through its Web Hosting service. In addition, dedicated accounts may provide for the hosting of Web sites.

You are solely responsible for any information contained on your Web site. However, if complaints are received regarding language, content or graphics contained on your Web site, Trace may, at its sole discretion, remove the Web site hosted on Trace’s servers and terminate your Web Hosting service.

You may not use your Web site to publish material which Trace determines, in its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, “material” refers to all forms of communications including,



but not limited to, narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Unlawful Content is that which violates any applicable law, statute, treaty, regulation, or lawful order. 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).

Indecent Content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

Objectionable Content is otherwise legal content with which Trace concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its Affiliates.

Examples of prohibited Web site content:

- Materials which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value.
- Materials which suggest or depict obscene, indecent, pornographic, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value.
- Materials which hold Trace or its Affiliates up to public scorn or ridicule.
- Materials which encourage the commission of a crime; or which tends to incite violence; or which tends to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, gender identity, disability or political affiliation.

### **Security**

You are responsible for any misuse of your account, even if the inappropriate activity was committed by someone else. Therefore, you must take steps to ensure that others do not gain access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account (“cracking”). 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 networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host, or network (“denial of service attacks”). This includes, but is not limited to, “flooding” of networks, deliberate attempts to overload a service, and attempts to “crash” a host.
- Users who violate systems or network security may incur criminal or civil liability. Trace will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### **Network Management**

You are responsible for ensuring that the services obtained from Trace are used in an appropriate manner by your customers and users. Therefore, you must take steps to manage the use of the services obtained from Trace in such a way that network abuse is minimized. You must also make information publicly available about how to contact you, and you must respond in a timely manner to complaints concerning misuse of the services obtained from Trace. Failure to responsibly manage use of the services may be cause for termination of services to you.

- You must designate one or more individuals (“Contacts”) to be responsible for every host, IP network or subnet connected to the Internet through the use of the services. You must provide Contact names, phone numbers, postal and e-mail addresses (“Contact Information”) to any and all appropriate Domain Name Registrars prior to the initial network connection of your service. You must keep Contact Information updated and accurate at all times. Changes in the Contact Information must be sent to the appropriate Domain Name Registrars in a timely manner.
- Contacts must have the authority, access and tools necessary to configure, operate and control access to your systems. For important timesharing hosts, primary domain name servers and mail relays or gateways, Contacts must be accessible to Trace Fiber Networks via telephone 24 hours a day, 7 days a week.
- Every customer who allows third party access to the services provided by Trace, whether such third parties are employees, users or customers, must maintain a postmaster address for the receipt of complaints by e-mail. Messages delivered to the postmaster address must be reviewed and handled in a timely manner.

### **Network Performance**

Trace accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

- You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of Trace systems or networks. Trace reserves the right to terminate or limit such activities.

### **Internet Relay Chat**

Although Trace does not offer software or technical support for Internet Relay Chat (IRC), you may use your account to connect to IRC servers and networks maintained by third parties. Please remember that you are a guest when you make use of these facilities. It is particularly important that you do not engage in activities which might interfere with other customers’ access to IRC.

- You may not use IRC scripts or programs that interfere with or deny service to other users on any other server, host, network or channel.
- You may not engage in activities which harass other users. This includes, but is not limited to, “flooding” (rapidly entering text with the intent to disrupt service), “flashing” (disrupting terminal emulation), “takeovers” (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors.
- You may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.
- You may run “clones” (multiple simultaneous IRC connections) and “robots” only as permitted by the host IRC server.

### **Illegal Activity**

Any activity on our network that is a violation of any applicable tribal, state, or federal law is a violation of this policy and will result in immediate termination of service. Prohibited activities include, but are not limited to:

- Transmitting obscene materials
- Intentionally spreading or threatening to spread computer viruses
- Gaining or attempting to gain unauthorized access to any network, including Trace’s private network infrastructure
- Accessing or attempting to access information not intended for you



- Transmitting pirated software
- Conducting or participating in illegal activities
- Soliciting for pyramid and other illegal schemes.

### **Commerce on the Internet**

The Internet can be a valuable business tool when used properly. However, it can reflect poorly upon a business when used improperly. You are strongly encouraged to visit the following Web page before doing business on the Internet.

### **DISCLAIMERS/LIMITATION OF LIABILITY**

The information and services included in or available through the Service may include inaccuracies or typographical errors. Trace communications and/or its respective suppliers may make improvements and/or changes in the Service at any time. Trace may revise any of its policies or agreements, including this Acceptable Use Policy, in its sole discretion, at any time, without prior notice. Any such changes will be posted by Trace on its Website, [WWW.TRACEFIBER.COM](http://WWW.TRACEFIBER.COM). You are responsible for periodically reviewing the online Acceptable Use Policy to apprise yourself of any changes thereto. You agree to be bound by all such changes.

Trace does not represent or warrant that the Service will be uninterrupted or error- free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. Trace does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Trace shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Trace is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Trace is not responsible for any content sent using and/or included in the Service by any third party.

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