



## TAMPNET FAIR USE POLICY

### OVERVIEW OF FAIR USE POLICY

Tampnet is committed to providing first class customer service, to preserving the integrity of Tampnet's telecommunications network and avoiding its degradation. If, in Tampnet's reasonable opinion, Tampnet considers it necessary, Tampnet may change the customer's services or manage the customer's use of, or access to, Tampnet services as Tampnet sees fit in the circumstances.

### PROHIBITED CONDUCT

Tampnet services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Tampnet customers may not abuse or fraudulently use our products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this Fair Use Policy (FUP):

**Child Pornography:** It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexually explicit conduct" involving persons under the age of 18.

**Inappropriate Content:** Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by Tampnet, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.

**Denial of Service:** Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Tampnet's Network Manager.

**Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by us from accessing the network.

**Forging Headers:** Forging or misrepresenting a message header of an electronic transmission originating or passing through Tampnet's network.

**Email Spamming:** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use our servers as a mail drop or name server for SPAM or sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by Tampnet, including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk emailers on the Tampnet network - removal of complainants is required, as is the creation of a master no-send list. Bulk emailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk emailers will also be required to demonstrate a definitive prior business relationship between the sender and the recipient. Utilizing a customer affiliate program to generate leads makes our customer responsible for the actions of its affiliates. This control



includes, but is not limited to, blocking affiliate links and sending the affiliate traffic to a 404 error type page.

**Fraudulent Activities:** Fraudulent activities includes, but is not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

**Unauthorized Access:** Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Tampnet services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.

**Network Sabotage:** Use of Tampnet products and services in a manner that interferes with others' use of the Internet or Tampnet's network.

**Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

**Unlawful Acts:** Use of Tampnet products and services to violate the law or in aid of any unlawful act.

**Non-email Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the Tampnet network is prohibited.

**Facilitating a Violation of this FUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this FUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pingging, flooding, mail bombing, denial of service attacks, and piracy of software.

**Blacklisting:** Behavior by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from Tampnet. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

## **VIOLATIONS AND ENFORCEMENT**

At Tampnet's sole and reasonable discretion, violations of any element of this FUP may result in a warning to the customer followed by suspension or termination of the affected service if the customer does not cease the violation. Tampnet may immediately suspend or terminate service with or without notice if Tampnet reasonably determines that a violation of the FUP has occurred. Tampnet will enforce this FUP according to the severity of the offense and the customer's history of prior FUP infringements. Severe and/or repeated offenses will result in immediate termination of service.

Tampnet is not liable for damages of any nature suffered by any customer, end-user or any third party resulting in whole or in part from Tampnet exercising its rights under this FUP. Tampnet has no practical ability to monitor all conduct, communications, or content that might violate this FUP prior to



its transmission over the Tampnet network but, where possible and necessary, may do so at its discretion. Therefore, Tampnet does not assume liability for others' violations of the FUP or failures to terminate those violations. Tampnet reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner. To report a violation of this FUP or an abuse of Tampnet's services, please e-mail: [support@Tampnet.us](mailto:support@Tampnet.us).

## **LIMITS OF USE**

Tampnet provides its customers with managed services that use complex network elements to deliver a world class experience. Tampnet services are backed up by Service Level Agreements that are contingent on the network elements Tampnet controls.

Tampnet services cannot be repackaged or resold and its network cannot be extended past the contracted customer site(s) by the customer unless the customer is an approved Tampnet Authorized Reseller/Dealer and has written approval from Tampnet.

Tampnet reserves the right to modify this FUP at any time without prior notification to customers. If the customer is unsure about content the customer intends to place on our network, please check with Tampnet before doing so.

Tampnet reserve the right to determine what constitutes fair use.

For questions or comments about this Fair Use Policy, please contact Tampnet Customer Service at [support@Tampnet.us](mailto:support@Tampnet.us) or +1(866)621-5290.