



Onvoy
300 South Highway 169
Minneapolis, MN 55426
952.230.4100
952.230.4200 fax
www.onvoy.com

Acceptable Use Policy

Introduction

Onvoy has created this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Onvoy's network, services, systems, web sites, and products (collectively, the "Services") by our customers and other users (collectively, the "Users") of the Onvoy network to enable Onvoy to provide secure and reliable Services. By using the Onvoy network and Services, Users consent to be bound by the terms in this AUP.

Onvoy Guidelines

It is the responsibility of all Users of the Onvoy network to comply with the following guidelines:

- i. use the Onvoy Services in a manner which does not violate any applicable law or regulation;
- ii. respect the privacy of other Users, and not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other Users without prior express written permission;
- iii. respect the legal protection provided by applicable domestic and foreign copyright, trademark, licensing, patent, and other laws regarding electronic programs, data, and documents;
- iv. curtail, through all reasonable means, unauthenticated or anonymous access accounts and the transmission or distribution of messages or articles via those accounts;
- v. upon Onvoy's request, take necessary action to implement Onvoy-approved configurations designed to protect the Quality of Service (QoS) and security of the network; and
- vi. use Onvoy Services in a manner which does not interfere with or disrupt other Users, Services, or equipment. Such interference or disruption includes, but is not limited to:
 - wide-scale distribution of messages to inappropriate mailing lists, news groups, or other public or private forums;
 - inappropriate use of the video scheduling tools to block wide-scale time slots;
 - propagation of computer worms or viruses of any kind to any audience; and
 - use of the network to make unauthorized entry to other computational, information, or communications devices or resources, including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

Enforcement and Violations

Each Onvoy customer, partner, and affiliate shall be responsible for distributing, publicizing, and enforcing this Onvoy Acceptable Use Policy at their sites or among their own customers, partners, and affiliates who may be hosted on their networks or connected to their networks via connections not directly supported by Onvoy. This enforcement responsibility applies for all traffic that the connected party exchanges with or distributes through the Onvoy service networks.

Onvoy reserves the right, in its sole discretion, to impose disciplinary action up to and including termination of Onvoy services and forfeiture of all fees paid to date. Onvoy shall not be liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from Onvoy's exercise of its rights under this AUP. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities.

Modifications to this policy

Onvoy reserves the right, in its sole discretion, to modify this policy at any time. Such modifications will be effective when posted. Any use of the Onvoy Services or network after such modification shall constitute acceptance of such modification.

Any questions or comments that you have regarding this Onvoy, Inc. Web Site User Agreement should be sent to the attention of:

Legal Department
Onvoy, Inc.
300 South Highway 169
Minneapolis, MN 55426, U.S.A
952-230-4100