

## Ritter Communications Acceptable Use Policy

### **Purpose:**

This document, Ritter Communications Acceptable Use Policy ("AUP"), governs the use of Internet related services provided by Ritter Communications. All contractual terms and tariff terms also apply.

- i. Introduction
- ii. Violation of this Acceptable Use Policy
- iii. Prohibited Uses and Activities
- iv. Customer Conduct
- v. Network Management
- vi. Contact Information

### **1. Introduction**

In this AUP, "Service(s)" refers to any Internet related service being received from Ritter Communications or its affiliates including but not limited to dial-up, High Speed Internet Access, Dedicated Internet access, Managed Services, web hosting, data center hosting, Enterprise hosting, or Unified Messaging. **By using any such Ritter Communications Service subscribers and Customers agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by Ritter Communications at any time by posting notice of such revisions on the Ritter website.

### **2. Violation of This Acceptable Use Policy:**

Violation of this AUP may result in Ritter Communications taking actions ranging from a warning to a suspension of privileges or termination of services. Ritter Communications may, but is under no obligation to, provide advance notice of an AUP violation, via Email or otherwise, and request that such violation be immediately corrected prior to taking action. Ritter Communications reserves the right to act immediately and without notice to suspend or terminate services in response to a court order or other legal requirement that certain conduct be stopped or when Ritter Communications determines, in its sole discretion, that the conduct may:

- Expose Ritter Communications to sanctions, prosecution or civil action
- Cause harm to or interfere with the integrity or normal operations of Ritter Communications' networks or facilities
- Interfere with another person's use of Ritter Communications' services or the Internet including any and all Denial of Service (Dos) attacks
- Damage or disparage the reputation of Ritter Communications or its services
- Otherwise present a risk of harm to Ritter Communications or Ritter Communications' Customers or their employees, officers, directors, agents, etc.

Ritter Communications may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Ritter Communications assumes no obligation to inform subscribers when information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Ritter Communications shall not be liable for any damages of any nature suffered by any Customer, user, or third party resulting in whole or in part from Ritter Communications' exercise of its rights under this AUP to the maximum extent allowed by applicable law.

### 3. **Prohibited Use and Activities:**

**General Use Policy:** All Customers or subscribers are responsible for complying with this AUP. They are also responsible for the actions of others who may be using the Services under their account. Customers must respond in a timely manner to complaints concerning misuse of the Services obtained from Ritter Communications. If Ritter Communications is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Ritter Communications will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

**Abuse of Email/Spamming:** Mass Emailing and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient with intent to harm) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging Email headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple Email messages or to retransmit Email messages for the purpose of misleading recipients as to the origin is prohibited. Use of Email to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and Ritter Communications reserves the right to seek damages and other available relief against Customers and/or any third parties - as applicable. For purposes of this AUP, such violations are determined by Ritter Communications in its sole discretion.

- **Bulk Email Service Subscribers:** Business subscribers enrolled in Ritter Communications' hosted Bulk Emailing Services agree to all Acceptable Use Policy provisions for usage, spamming, resale, conduct, and network management. Any parties found in violation of these provisions maybe subject to immediate revocation of services and applicable legal ramifications that result from such actions. Subscribers to the Bulk Emailing Service are also subject to usage limitations set forth by the Master Service Agreement and may be subject to additional charges for plan overages within a given month, or be required to subscribe to a service plan that more adequately facilitates higher usage.

**No Resale/Sharing of Services:** Customers are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the Business Services Agreement or Master Services Agreement between the Customer and Ritter Communications;

Residential Customers agree that they will not make Services available to anyone other than their household and household guests. Business Customers will make services available only to authorized employees, unless done with Ritter Communications' prior written approval in accordance with an applicable Business Services Agreement or Master Services Agreement.

### 4. **Customer Conduct:**

**Facilitating a Violation of this AUP:** Customers are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights and pirate software.

**Illegal Activity/Tortious Conduct:** Any use of the Services to violate any local, state or federal law or regulation, also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials
- Transmitting any material whose transmission is unlawful under any law;
- Using the services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);
- Harm to minors: using services to harm or attempt to harm minors in any way;
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that Customer accesses through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Ritter Communications determines in its sole discretion, to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Ritter Communications.

## 5. **Network Management**

Ritter Communications may establish appropriate reasonable network management practices to protect its network from harm, degradation of service or performance, or compromised capacity by implementing any of the following measures including, but not limited to, limitations on bandwidth, data storage, data usage, speed and latency testing or other usage or by modifying other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Ritter Communications.

In the event that a network management practice change is implemented by Ritter Communications, appropriate advanced notice of 30 days will be provided to customers through web posting, bill insert, email, letter or other appropriate means that explains the change in network management and potential impacts to usage and service.

**Network Security:** It is the responsibility of the Customer to ensure the security of their network and the equipment that connects to the Customer services. Customers are required to take all necessary steps to secure and manage the use of the Services received from Ritter Communications in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure one's system against abuse or fraudulent activity is a violation of this AUP. Customers are responsible for configuring and securing their network and the services they receive to prevent unauthorized access to their systems and/or the Ritter Communications network. Customers are also responsible for any fraudulent activity that may occur due to failure to secure their network and services. Customers will be responsible if known or unknown third parties utilize their Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Customers may not, through action or inaction (e.g. failure to secure their network), allow others to use their network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the Services purchased or applicable tariffs.

**Responsibility for Content:** Customers are responsible for any content they offer or receive through the Service.

**Password Security:** If applicable, Customer's password provides access to their individual account. It is the responsibility of the Customer to keep their password secure. Customers are responsible for any and all access to or use of the services through their account. Attempting to obtain another user's account password is prohibited.

**Call Recording:** Ritter will provide a service whereby Customer will have the ability to record telephone calls between Customer or its representatives and third parties. Certain state and federal laws provide penalties in the event parties to a recorded telephone call have not consented to such recording. In acknowledgment that Customer, and not Ritter, will control how Customer's recording ability will be used, Customer shall indemnify and defend Ritter, and its affiliated companies, and its and their respective officers, managers, directors, members, agents and employees (collectively, "Ritter Parties"), or any of them, from all causes of action, suits, losses, liabilities, claims, demands, judgments, penalties, fines, proceedings, direct costs, expenses (including reasonable attorneys' fees and costs), and damages, whether foreseen or unforeseen at the present time and whether based upon law or equity, contract or tort, or whether judicial or administrative in nature (collectively, "Losses"), arising in connection with claims asserted by third parties related to Customer's recording of telephone calls with third parties. Customer assumes all responsibility for ensuring that recorded calls with third parties comply with all federal laws and the laws in which Customer and third party are domiciled. Customer consents to Ritter's recording of calls to the extent Ritter can be considering as the party recording telephone calls for purposes of any state or federal law.

**Web Hosting and Data Center Hosting Surveillance:** Ritter Communications performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Ritter Communications will not, as an ordinary practice, proactively monitor individual Customers' activities for violations of this AUP, there may be instances in which Ritter Communications, through its routine surveillance finds violations of this AUP and responds with appropriate action to immediately stop further violations at its sole discretion.

## 6. **Contact Information**

**Contact for Reporting Abuse:** Any party seeking to report a violation of this AUP may contact Ritter Communications via email at [abusereports@rittercommunications.com](mailto:abusereports@rittercommunications.com).

**Contact for Copyright Infringement:** Ritter Communications complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 ("Act"). As required by the Act, Ritter Communications has a policy that reserves its right to terminate services to subscribers who repeatedly infringe copyrights. In the event that Ritter Communications receives a determination that any subscriber or account holder has infringed another's copyright through the use of its system or network, Ritter Communications reserves the right to terminate service to that subscriber immediately. Ritter Communications accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent: [abusereports@rittercommunications.com](mailto:abusereports@rittercommunications.com).