

## **AVT Connect Acceptable Use Policy**

This Acceptable Use Policy ('AUP') specifies the guidelines for the use of AVT Connect's content delivery network, software and all other services provided by AVT Connect for our customers, partners, and all other users of the AVT Connect network and services. AVT Connect reserves the right to make changes or updates to this ASP from time to time by posting such updates to the AUP on the AVT Connect website.

### **General Information**

AVT Connect Customers must use the AVT Connect content delivery network and suite of services in a lawful manner that is consistent with AVT Connect's published AUP and permitted use guidelines. Without limitation, no Customer may provide access to the AVT Connect network or services to any third party, without the express written consent of AVT Connect.

### **Customer Content Responsibility**

AVT Connect is in no way responsible for any Customer content that is delivered or stored on the AVT Connect network, nor does AVT Connect monitor Customer content for legality or other purposes. AVT Connect Customers are solely responsible for any of the content that is delivered, stored, or otherwise made available on the Internet using AVT Connect's network and services. Customer is solely responsible for ensuring that all Customer content abides by any laws that are applicable to such content. Customer is also responsible for maintaining a copy of their content, even if Customer content is also stored on AVT Connect owned and maintained equipment.

### **Illegal Use**

AVT Connect's network and services can only be used for legal purposes. The transmission, storage, or distribution of content that is in violation of any applicable domestic or foreign law or regulation is strictly prohibited. Furthermore, the AVT Connect services may not be used to distribute, store, or transmit any virus, Trojan horse, worm, or any other content that may be harmful to the AVT Connect network, equipment, or other users. Customer may not use the AVT Connect Network or services to store or distribute content that is in any way fraudulent or misleading, for the purposes of deceptive advertising or for the purposing of promoting deceptive products or services.

### **Intellectual Property**

AVT Connect prohibits the use of its network or services to store, distribute, reference domain names, or make any other use of any material protected by

trademark, copyright patent, or other intellectual property right without proper authorization.

### **Email, Spam, and USENET**

It is explicitly prohibited for any Customer or other party to use the AVT Connect network for the sending of bulk unsolicited commercial email (spam) or multiple USENET (newsgroup) postings. It is also prohibited for any Customer or other party to use a third-party network not under the control of AVT Connect for the purposes of sending spam or multiple USENET postings that advertise or refer recipients of the spam or USENET posting to any content that is stored, delivered, or otherwise made available on the AVT Connect network.

Furthermore, it is explicitly prohibited to send email messages with forged email header information or messages that otherwise indicate that AVT Connect was involved in the transmission of such material.

### **Network and System Security Violations**

Network and system security violations are prohibited by AVT Connect, and AVT Connect reserves the right to pursue criminal and/or civil charges and/or work in conjunction with legal authorities in relation to any such violation. Examples of such violations are, but not limited to, the following:

- Unauthorized access of networks, data, servers, databases, etc. that Customer does not have permission to access.
- Any attempt to test, probe, or scan any AVT Connect system or network (or use the AVT Connect network or systems for the purposes of such tests) in order to ascertain vulnerability, or any attempt to breach security or authentication measures without authorization.
- Unauthorized monitoring of traffic or data on any network or system without authorization from the owner of such network or system.
- Any attempt to interfere or disrupt any service or network by using the following, but not limited to, methods: flooding, mail-bombing, denial of service attacks, or any other deliberate attempts to overload a system.
- The forging of any TCP-IP packet headers or any part of the header information in newsgroup posting or emails.
- Any usage or attempted usage of services for which Customer is not authorized to use.

### **Reporting AUP Violations and AVT Connect Remedies**

It is the responsibility of Customer to immediately take action to prevent any known or suspected AUP violations and immediately report the violation to AVT Connect. Should AVT Connect become aware of any violation as solely determined by AVT Connect, AVT Connect reserves the right to block access to any content, suspend or terminate any affected service, or take action deemed appropriate by AVT Connect, AVT Connect will attempt to provide notice to Customer if AVT Connect deems it necessary to suspend or terminate a service, but AVT Connect reserves the right to suspend or terminate a service immediately without notice to Customer if AVT Connect, at its sole discretion, determines that the violation is harming AVT Connect's service, network, customers, or users. AVT Connect will not be liable for any damages of any nature that may result from a violation of this AUP, and Customer hereby indemnifies AVT Connect against any and all damages that may arise from a violation of this AUP by Customer or Customer's Users.

Complaints or reports of a violation of the AUP must be sent to [info@avtconnect.com](mailto:info@avtconnect.com)