



## Acceptable Use Policy

This Acceptable Use Policy is intended to ensure that everyone is able to enjoy the benefits of ConnectAnza's Services. We believe that the restrictions set out in this Acceptable Use Policy represent a fair balance between the freedom of the individual and the need for some basic rules to ensure that the Services are not used in an abusive or illegal way. If you do not agree to abide by this Acceptable Use Policy please notify ConnectAnza immediately at 951-763-4333 so that your account can be closed.

ConnectAnza may modify this Acceptable Use Policy at any time without notifying its users. Revised versions of this Policy are effective immediately upon posting. For this reason, users should consult the ConnectAnza website ([www.connectanza.org](http://www.connectanza.org)) regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy.

Please direct any questions you may have regarding this Acceptable Use policy and complaints regarding violations of this Policy by other ConnectAnza users to 951-763-4333.

### A. Broadband Service

1. Suspension or Termination of Broadband Service. ConnectAnza reserves the right to suspend, restrict or terminate your Broadband Service, or access to your Broadband Service, if we determine, in our sole discretion, that you or anyone using your Broadband Service with or without your permission engages in conduct that violates this Policy or is otherwise objectionable or unlawful. We will generally attempt to notify you of any activity in violation of the Policy and request that such activity cease, however, In cases where the conduct or activity in cases where the operation of the our network or our suppliers' networks is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Broadband Service, harassment or copyright infringement, we reserve the right to suspend or terminate your Broadband Service or access to the Broadband Service without notification.

2. Examples of Prohibited Conduct. These are examples of the type of conduct that may result in the suspension or termination of your Broadband Service.

a. Use to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of ConnectAnza or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

b. Use to host, post, transmit, or retransmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

c. Use to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography.

d. Engaging in the transmission of pirated software, impersonating others or secretly or deceptively obtaining personal information of third parties (phishing etc.), distributing or using tools designed to compromise security and knowingly uploading or distributing files that contain anything that may damage the operation of another's computer, network system or other property.

e. Failing to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services.

f. Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, Spam/E-mail or Usenet abuse.

g. Introducing viruses, worms, harmful code or Trojan horses on the Internet.

h. Engaging in any conduct that interferes with ConnectAnza's ability to provide services to others.

i. Reselling, re-provisioning or renting the Service or otherwise making the Service available for a fee or free-of-charge to anyone outside Your residence or business premises (e.g. via wired, wireless, wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis.

3. ConnectAnza will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. ConnectAnza reserves the right to disclose your information to the extent authorized by federal or state law. In instances involving child pornography, ConnectAnza complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

4. When using this Broadband Service, you must also comply with the Acceptable Use Policy of Level 3 Communications which is available at this link: <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/>

5. In operating the Broadband Service, ConnectAnza acts as a "services provider" as defined in the Digital Millennium Copyright Act ("DMCA"). Materials that are not owned or controlled by us may be transmitted, accessed or otherwise made available using the Broadband Service. ConnectAnza may use various tools and techniques to monitor and ensure compliance with this Acceptable Use Policy and our other Customer Agreements. However, we do not make any promise, nor do we have any obligation, to monitor or police activity occurring using the Broadband Service and will have no liability to any party, including you, for any violation of this Policy.

## B. VOIP Service

1. You agree not to use VOIP Service for:

- auto-dialing or using other automated systems for generating calls or triggering return calls
- continuous or extensive call forwarding
- operating a call center or conference line
- telemarketing
- fax broadcasting or fax blasting
- reselling VOIP Service to others
- any other use that results in excessive usage inconsistent with standard calling patterns.

2. If you violate this Policy, ConnectAnza reserves the right, at its own discretion, to seek redress for, suspend or terminate or convert to metered usage any such VOIP Services.

3. When a VOIP Service account exhibits calling patterns indicating potentially inappropriate use, such as excessive call volumes or abnormal long distance usage, we may review the account's calling patterns further. However, we will not monitor your telephone conversations for the purpose of determining whether you are complying with this Policy. Except in extraordinary situations, we will contact you before taking action to discuss the cause of any unusual calling patterns or other activity giving rise to our concerns and to resolve the matter with you. However, if your use of VOIP Service continues to violate this Policy, then ConnectAnza will take any action it determines to be appropriate in the circumstances. If your VOIP Service is suspended, you will be sent a disconnection notice.