

## VTX Acceptable Use Policy

Kloud Communications Inc., d/b/a VTX Telecom ("VTX") offers its customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. VTX also wants its customers to be informed of their rights and obligations -- and those of VTX -- in connection with their use of any communications services offered by VTX.

This Acceptable Use Policy ("AUP") is used in conjunction with the terms of VTX Service Agreement. Violation of any of these policies would grant VTX the authority to take action to restrict or terminate your access to VTX Services. We reserve the right, at our sole discretion, to update or revise from time to time this policy, any other policy or statement, and any product offerings or programs on VTX website: [www.vtxtelecom.com](http://www.vtxtelecom.com). Please check back periodically to review any changes to this policy.

**VTX disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, this service, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use, or non-infringement of any third-party rights. VTX does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event shall VTX (or any persons or entities related thereto) be liable for any special, indirect, or consequential damages associated with or arising from use of this service in any way, including any loss of use, data or profits, regardless of the form of action. Any failure by VTX to enforce this policy in every instance in which it might have application does not amount to a waiver of VTX's rights.**

The fundamental fact about the Internet is that no one owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that VTX cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because VTX cannot monitor and censor the Internet, and will not attempt to do so, VTX cannot accept any responsibility for injury to its customers (or any of their end users or accounts holders) that results from inaccurate, unsuitable, offensive, illegal or unlawful Internet communications.

When customers disseminate information through VTX's network, they also must keep in mind that VTX does not review, edit, censor or take responsibility for any information its customers may create. This places on customers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over VTX facilities or the facilities of VTX's third party providers or peering partners, and may reach a large number of people, customers' postings through communication services offered by VTX network may affect other network users and may harm VTX's goodwill, business reputation and operations and/or the goodwill, business reputation and operations of VTX's third party providers or peering partners.

The bulleted actions described below are defined by VTX as "system abuse" and are expressly prohibited under this AUP. The examples listed below are not exhaustive and are provided solely as guidance to the customer.

In general, customers may not use the VTX network, this site, or VTX Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the VTX Network or VTX Services or any other party's use or enjoyment of this site, the VTX Network or VTX Services, is strictly prohibited.

Specifically, VTX customers may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any VTX Services or those of any other party
- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity
- Use this site or VTX Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Additionally, you may not, by use of any VTX Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in VTX's sole discretion:

- Infringes the intellectual property rights of any entity or individual
- Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
- Is posted in violation of a newsgroup charter
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Has a negative effect on VTX or its network (including, without limitation, overloading servers on the VTX Network; causing portions of the VTX Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of VTX, impose an unreasonable administrative burden on the company, etc).

- Constitutes unsolicited duplicative e-mail (commercial or otherwise)
  - This prohibition extends to the sending of unsolicited and/or mass e-mailings from any VTX account, or via another service which in any way (i) implicates the use of this site or VTX Services, VTX equipment or any VTX e-mail address; (ii) that is relayed from any VTX or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the VTX Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing may be deemed to be counterfeit.
  - A communication may be unsolicited if: (i) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (ii) recipients did not affirmatively consent to receive communications from sender, or (iii) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.
  - Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; and (iii) provide recipients with an effective means of removing their email from lists.

**PLEASE NOTE:** The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer. VTX will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with VTX policy or applicable law. When VTX becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, VTX may take any action to stop the harmful activity, including but not limited to: filtering; denying access to VTX Services; suspending or terminating the Service access of customers; and/or taking any other actions as deemed appropriate by VTX. VTX shall have the sole discretion to determine which action is appropriate under the circumstances. VTX may take action immediately without regard to any cure periods that may be set forth in the customer's applicable Service Agreement. VTX shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its end-user's or account holder's activity violates this AUP.

Customers who violate this AUP may incur criminal or civil liability. VTX may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.

VTX also is aware that many of its customers are, themselves, providers of communications services, and that information reaching VTX's facilities from those customers may have been originated by end users, account holders or customers of those customers or other third parties. The provisions of this AUP (as such AUP may be revised by VTX from time to time), apply to VTX's customer's end users, account holders and customers. VTX customers who provide services to their own users and customers must affirmatively and contractually pass on the restrictions of this AUP to its users and customers and take steps to ensure compliance by their users and customers with this AUP, including without limitation the ability to terminate the Internet access of its end users, account holders or customers for violations of this AUP. VTX customers who provide services to their own users also must maintain valid postmaster and abuse email addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through VTX's network for which DNS responsibility has been delegated to the customer, maintain accurate contact information with the appropriate domain and IP address registrars, take reasonable steps to prevent IP spoofing by their users and downstream customers, provide 24/7 contact information to VTX for dealing with security and abuse issues and act promptly to ensure that users are in compliance with VTX's AUP. Reasonable steps include, but are not limited to, using IP verify unicast reverse path wherever appropriate and using IP address filtering wherever appropriate. Failure to cooperate with such corrective and preventive measures is a violation of VTX policy. Notwithstanding anything herein to the contrary, a violation of this AUP by a customer, account holder or end-user of any VTX customer shall be considered a violation of this AUP by such VTX customer; and VTX may take immediate action, without regard to any cure periods in the VTX customer's applicable Service Agreement, in response to such violation, including without limitation termination of the customer's services under the Service Agreement.

VTX also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, VTX urges its customers to assume that all of their on-line communications are insecure.

VTX cannot take any responsibility for the security of communications transmitted over VTX's facilities. VTX will comply fully, however, with all applicable laws concerning the privacy of its customers' on-line communications. In particular, VTX will not intentionally monitor or disclose any private electronic mail messages sent or received by its customers unless required to do so by law. VTX may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, VTX may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, VTX may disclose information transmitted over its facilities where necessary to protect VTX and its customers from harm, or where such disclosure is necessary to the proper operation of the system.

Digital Millennium Copyright Act Policy – It is the policy of VTX to respond expeditiously to claims of intellectual property infringement. VTX will promptly process and investigate notices of alleged infringement and will take appropriate action under the Digital Millennium and Copyright Act ("DMCA") and other applicable intellectual property laws. Notices of claimed infringement should be directed via e-mails to the VTX's registered copyright agent at: [abuse@VTXtelecom.com](mailto:abuse@VTXtelecom.com).

To contact VTX with any questions, or comments about the AUP or any claimed violations of this AUP, please email VTX at [abuse@VTXtelecom.com](mailto:abuse@VTXtelecom.com).