

## MASS Acceptable Use Policy

MASS Communications (“MASS”) offers its customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. MASS also wants its customers to be informed of their rights and obligations -- and those of MASS -- in connection with their use of any communications services offered by MASS. This Acceptable Use Policy (“AUP”), which supplements and explains certain terms of each customer’s service agreement (“Service Agreement”), is intended as a plain English guide to those rights and obligations.

This AUP may be revised from time to time. Customers are responsible for monitoring this web site (<http://www.masscommgroup.com>) for changes. A customer’s use of MASS’ services after changes to the AUP are posted on MASS’ website will constitute the customer’s acceptance of any new or additional terms of the AUP that result from those changes.

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 MASS 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 MASS cannot monitor and censor the Internet, and will not attempt to do so, MASS 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 MASS’ network, they also must keep in mind that MASS 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 MASS facilities or the facilities of MASS’ third party providers or peering partners, and may reach a large number of people, customers’ postings through communication services offered by MASS network may affect other network users and may harm MASS’ goodwill, business reputation and operations and/or the goodwill, business reputation and operations of MASS’ third party providers or peering partners.

The bulleted actions described below are defined by MASS 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 MASS network, machines or services in any manner which:

- violates any applicable law, regulation, treaty or tariff
- violates the acceptable use policies of any networks, machines, or services which are accessed through MASS’ network
- infringes on the intellectual property rights of MASS or others;
- violates the privacy of others
- involves deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission’s guidelines for proper online marketing schemes; or
- otherwise violates this AUP.

Prohibited activities also include, but are not limited to, the following:

- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- falsifying header information, user identification or user information;
- introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, ect)
- monitoring or scanning the networks of others without permission (e.g port scan)
- attempted or successful security breaches or disruption of Internet communication, including without

limitation accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);

- executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- sending unsolicited commercial email or unsolicited bulk email (e.g. UCE, UBE, or spamming) through the MASS Internet network; or sending unsolicited commercial or bulk email through another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by MASS, including without limitation email, web, FTP and DNS Services. Without in any way limiting MASS' rights under the AUP and/or the Services Agreement, Customers who send unsolicited commercial or bulk email agree to pay MASS the cost of MASS labor to respond to complaints, with a minimum charge of \$200.00.
- hosting websites that sell products or services that are used to gather email addresses or to assist in the sending of unsolicited email;
- providing (with or without an associated fee) automated tools, software and/or support services that allow others to engage in spamming (e.g., spamware);
- maintaining an open relay mail server;
- collecting e-mail addresses from the Internet for the purpose of sending unsolicited e-mail or to provide collected addresses to others for that purpose (e.g., database scraping and/or database harvesting);
- transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material.
- transmitting or receiving obscene, indecent, offensive, racist, defamatory, unreasonably violent, threatening, intimidating or harassing material.
- Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- Other Activities, whether lawful or unlawful, that MASS or any of its third party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

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

MASS also is aware that many of its customers are, themselves, providers of communications services, and that information reaching MASS' 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 MASS from time to time), apply to MASS' customer's end users, account holders and customers. MASS 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. MASS 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 MASS' 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 MASS for dealing with security and abuse issues and act promptly to ensure that users are in compliance with MASS' 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 MASS policy. Notwithstanding anything herein to the contrary, a violation of this AUP by a customer, account holder or end-user of any MASS customer shall be considered a violation

of this AUP by such MASS customer and MASS may take immediate action, without regard to any cure periods in the MASS customer's applicable Service Agreement, in response to such violation, including without limitation termination of the customer's services under the Service Agreement

#### **Usenet Newsgroups:**

MASS places the following restrictions on newsgroup postings by its users.

- no illegal content, including pyramid/ponzi schemes, infringing materials or child pornography, is permitted;
- all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole;
- commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups.
- posting twenty or more copies of the same article in a 45 day period or continued posting of off- topic articles after being warned is prohibited. Users who engage in such action using MASS accounts will be charged the costs of labor to issue cancellations and respond to complaints, with a minimum charge of \$200.00. Users who engage in such activity from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by MASS is prohibited and grounds for termination of those services to those users.
- excessive crossposting is prohibited.
- posting articles with false header information is prohibited;
- users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

MASS 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, MASS urges its customers to assume that all of their on-line communications are insecure.

MASS cannot take any responsibility for the security of communications transmitted over MASS' facilities. MASS will comply fully, however, with all applicable laws concerning the privacy of its customers' on-line communications. In particular, MASS will not intentionally monitor or disclose any private electronic mail messages sent or received by its customers unless required to do so by law. MASS may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, MASS may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, MASS may disclose information transmitted over its facilities where necessary to protect MASS 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 MASS to respond expeditiously to claims of intellectual property infringement. MASS 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 to MASS' registered copyright agent at the following address: [service@masscommgroup.com](mailto:service@masscommgroup.com).

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