

ITC Acceptable Use Policy

Effective Date: June 1, 2017

This ACCEPTABLE USE POLICY (“Acceptable Use Policy”) forms part of the definitive agreement governing the provision of telecommunications services (the “Service”) from ITC Global (“ITC”) to the purchaser of the Service (“Company”) and governs the use of any Service that enable the Company to access content or make phone calls via the Internet, either directly or indirectly, and incorporates by this reference ITC’s Definitions (Communications) (available at <http://www.itcglobal.com/definitions>), which ITC may modify at any time without notice. Company’s or End User’s (defined as the final purchaser that has acquired the Service for its own use and not for resale, remarketing, or redistribution and all individual end-users of the Service) use of the Service constitutes acceptance of and agreement to the terms and conditions of this Acceptable Use Policy. ITC reserves the right to modify this Acceptable Use Policy from time to time without notice.

- A. Company agrees that it will not initiate, participate in, or allow, and will take all reasonable measures to prevent, any of the following activities through or in connection with the Service:
- i. Using the Service for illegal purposes or for the transmission of material that:
 1. is unlawful, harassing, libelous, defamatory, profane, abusive, threatening, harmful, vulgar, obscene, indecent, or sexually explicit by the laws or customs of any jurisdiction in which the Service is used or provided;
 2. infringes the intellectual property rights or the contractual, proprietary, or fiduciary rights of others (unless with the express written permission of the owner of such right);
 3. violates or is invasive of the privacy or publicity rights of others;
 4. constitutes or encourages conduct that would constitute a criminal offense or would otherwise violate any applicable local, state, national, or international law, including, without limitation, the U.S. export control laws and regulations; or
 5. unreasonably interferes with ITC’s or any underlying carrier’s network or system or the use of such system by other customers;
 - ii. Engaging in any activity that threatens the integrity of any computer system or violates generally accepted standards of Internet conduct and usage, including, without limitation, “denial of service” attacks, web page defacement, hacking, port and network scanning, “phishing” or the fraudulent use of email messages that appear to come from legitimate businesses for the purpose of identity theft, unauthorized system penetrations or distributing bugs, viruses, worms, Trojan Horses, or other such harmful elements;
 - iii. Attempting to break or successfully breaking the security of any computer network, accessing an account without consent of its rightful owner, or any other act of a malicious nature that may reasonably result in harm or damage to another user’s service, equipment, or privacy, including, without limitation, any act of fraud;
 - iv. Directly or indirectly sending any spam or unsolicited mass distribution of e-mail;
 - v. Engaging in any of the foregoing activities by using the service of another provider by channeling such activities through any of ITC’s IP addresses as a mail drop for responses or by otherwise using the services of another provider for the purpose of facilitating any of the foregoing activities if such use of another party’s service could reasonably be expected to adversely affect the Service; or
 - vi. Reselling the Service or allowing any third parties to access the Service without prior express written consent from ITC;

- vii. Using the Service to post any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups, or individuals or that provides instruction, information, or assistance in causing or carrying out such violence; or
 - viii. Using the Service in any way that could plausibly expose ITC, its parent or subsidiary companies, or an entity under common control of a parent or subsidiary of ITC (“Affiliates”), or any third party suppliers of communications bandwidth to risk of criminal, regulatory, civil, or any other form of liability in any jurisdiction.
- B. Company acknowledges and agrees that information related to the use of the Service may be required to be provided by ITC in compliance with any applicable laws, regulations, rules, orders, or decrees. Without implying any right of Company to permit a third party to use the Service, Company agrees that all End Users are bound by the terms of this Acceptable Use Policy. Company agrees to notify its End Users of the terms of this Acceptable Use Policy and to be responsible for any violation of this Acceptable Use Policy by its End Users. Company further agrees, on behalf of itself and its End Users, to comply with all laws, rules, regulations, and policies applicable to any underlying carrier’s network or to any server, computer database, hardware or other equipment, software, web site, or ISP that is accessed through the Service.
- C. If, in ITC’s reasonable opinion, Company or its End Users violate any terms of this Acceptable Use Policy, ITC may take any action it deems necessary to protect the integrity of its network and resolve any Acceptable Use Policy violation, including, without limitation, immediately suspending, limiting, or terminating Company’s access to the Service without notice or liability, as well as conducting regular system monitoring, port scanning, and shutting down of ports affected by viruses, worms, or other malicious code, investigating suspected violations of this Acceptable Use Policy (at Company’s expense), instituting action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover ITC’s costs in the event of termination of access to the Service. Company understands and acknowledges that ITC’s Supplier Agreements contain terms and conditions applicable to all End Users of the Service, violations of which authorize the applicable Satellite Supplier to limit, suspend, or terminate services to ITC; this Acceptable Use Policy specifies such terms and conditions. If a Satellite Supplier limits, suspends, or terminates service to ITC for violations of this Acceptable Use Policy, ITC will use all reasonable efforts to notify Company in advance, but Company acknowledges and accepts that ITC cannot control such notice (or lack thereof) provided by any Satellite Supplier. If ITC elects to limit, suspend, or terminate the Service for Acceptable Use Policy violations, ITC will provide Company with as much advance notice as practicable given the circumstances of the alleged violation. Nothing contained in this Acceptable Use Policy will be construed to limit ITC’s rights or remedies available at law, in equity, or in any other agreement between ITC and Company.
- D. ITC may suspend or terminate the Service without notice or liability on receipt of an order to do so from any law enforcement agency, regulator, or other government agency with authority over the provision or use of the Services.
- E. **Uncensored Information: COMPANY AND END USERS UNDERSTAND THAT CONTENT AND MATERIALS ON THE INTERNET ARE CREATED AND MAINTAINED BY THIRD PARTIES AND THAT PORTIONS OF SUCH MATERIALS MAY BE SEXUALLY EXPLICIT, OBSCENE, OFFENSIVE, OR ILLEGAL. IN NO EVENT WILL ITC OR ANY ITC AFFILIATE BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE SERVICE. CUSTOMER AND END USERS ASSUME TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET GENERALLY. ITC DISCLAIMS ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH HYPERLINKS.**

- F. Disclaimer of Warranties: THE SERVICE IS PROVIDED AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. ITC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. ITC DOES NOT WARRANT THAT THE SERVICE WILL MEET COMPANY'S OR ANY END USER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. ITC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ITC OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. COMPANY AND END USERS ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICE.
- G. End User acknowledges that transmissions over satellite networks and the internet can be passively intercepted by law enforcement agencies and other third parties. End User shall protect all sensitive data using end-to-end cryptographic encryption in accordance with good industry practice (for example, SSL or TLS). ITC has no liability for issues arising out of or related to End User's failure to encrypt or otherwise protect its transmissions.
- H. In the event any of the provisions of this Acceptable Use Policy are held to be illegal or unenforceable by a court of competent jurisdiction, such provisions will be limited or eliminated to the minimum extent necessary so that the rest of this Acceptable Use Policy will otherwise remain in full force and effect.