



ACCEPTABLE USE POLICY

VPLS, INC. and its affiliates (collectively, "Company") created this Acceptable Use Policy ("AUP") to provide its customers and users a clear understanding of the responsible use of Company's networks, systems, services, websites and products (collectively "Services"). By using Company's Services, customers and users consent to be bound by the terms of this AUP.

Company's AUP applies to all of its customers and users. Such users includes (a) those who have access to some of the Services but do not have accounts, and (b) those who pay service fee to subscribe to the Services.

Company reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of this AUP. Your violation of this AUP may result in the suspension or immediate termination of either your account or other actions as detailed below.

The AUP below describes certain actions relating to the content and operation of the Website which Company considers to be inappropriate and thus prohibited. The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact the Company.

Actions which Company considers inappropriate and grounds for removal of offending material or termination of access to the Website include, but are not limited to, the following:

- Using Services to sell any goods or services that are unlawful in the location at which the content is posted or received or the goods or services delivered;
- Using Services to post any content that is obscene, lewd, lascivious, pornographic, contains nudity or sexual acts, excessively violent, harassing, or otherwise objectionable;
- Using Services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography;
- Using Services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property;
- Using Services to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information, or assistance in causing or carrying out such violence;

- Using Services to post any content that holds Company, its employees or owners up to public scorn or ridicule or would in any way damage or impair Company's reputation or goodwill;
- Using Services to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others;
- Failing to obtain all required permissions when using Services to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;
- Deleting or altering author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;
- Adding, removing or modifying identifying network header information in an effort to deceive or mislead;
- Attempting to impersonate any person by using forged headers or other identifying information (the use of anonymous remailers or nicknames does not constitute impersonation);
- Using Services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes,” and “chain letters;”
- Using Services in a tortious manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress;
- Introducing viruses, worms, Trojan horses, malware or other harmful code on the Internet;
- Using Services to transmit any unsolicited commercial or unsolicited bulk e-mail. Violations of this type will result in the immediate termination of the offending account;
- Using the Services for any kind of IRC (Internet Relay Chat) on Company's servers;
- Using Services for any activity which affects the ability of other people or systems to use Services or the Internet (this includes “denial of service” attacks against another network host or individual user); or

- Using Services to hack, breach, or test the vulnerability of user authentication or security of any software or hardware without express authorization of the owner.

Company takes no responsibility for any material created or accessible on any website, e-mail transmission, newsgroups, or other material created or accessible over or through the Services. Company is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Company becomes aware that any such material may violate this AUP and/or expose Company to civil or criminal liability, Company reserves the right to block access to such material and suspend or terminate any customer or user creating, storing or disseminating such material. Company further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the customer or user that Company deems responsible for the alleged wrongdoing.

Company requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@vpls.net. If available, please provide the following information:

- The IP address used to commit the alleged violation;
- The date and time of the alleged violation, including the time zone or offset from GMT;
- Evidence of the alleged violation;

Company may revise in its sole discretion this AUP, without prior notice. Any such changes shall be posted by Company on its website. You shall be responsible for periodically reviewing the online AUP to apprise yourself of any changes thereto. You agree to be bound by all such changes.

Last Updated: January 29, 2015