

Rocket Communications

Acceptable Use Policy

1. INTRODUCTION

Your use of the Rocket Communications Network and High Speed Internet Services ("Services") is subject to the terms of this Acceptable Use Policy ("AUP"). This AUP should be read in conjunction with the Services Agreement for your particular Service and the Privacy Policy. If you do not agree to comply with this AUP, you should immediately stop your use of the Services and notify Rocket Communications to close your account. Rocket Communications, in its sole discretion, may deny or restrict your use of the Services or immediately terminate your Services if any use under your Rocket Communications account violates this AUP.

2. VIOLATIONS OF THIS ACCEPTABLE USE POLICY

The following are examples of uses of the Services that constitute violations of this AUP:

Illegal Use. Transmitting, uploading, posting, receiving, storing, or presenting material or data that, intentionally or unintentionally, violates any local, state, national or international law, or any rules or regulations that have the force of law, including, but not limited to, material or data regarding illegal goods or services, illegal substances, prostitution, illegal drugs, illegal weapons, terrorism, or other conduct that would constitute a criminal offense.

Fraudulent Financial Activity. Making fraudulent offers to sell or buy products, items, or services or to advance any type of illegal financial activity such as "pyramid schemes," "Ponzi schemes," or fraudulently charging credit cards.

Gambling. Engaging or promoting gambling in violation of any laws.

Harm to Minors. Harming, attempting to harm or exploiting minors in any way, including, but not limited to, the use of the Services (i) to receive, distribute, solicit, present, or store illegal images or URLs containing child pornography, or (ii) to post or disclose personal identifiable information or private information of individuals under the age of 13 or in connection with materials directed towards children under the age of 13 without verifiable parental consent.

Threats and Harassment. Uploading, transmitting or posting any material that (i) threatens, harasses, defames or encourages bodily harm or destruction of property of governments, groups, organizations or individuals, or (ii) espouses, promotes or incites racism or bigotry.

Spamming. Transmitting or facilitating unsolicited commercial email or unsolicited bulk email, including, but not limited to, use of another Internet service to send spam to divert users to your site hosted on or through Rocket Communications' network, whether or not the messages were originated by you, under your direction, or by or under the direction of a third party.

Phishing. Attempting to impersonate any person or entity, engaging in sender address or network header falsification, or forging anyone else's digital or manual signature.

Copyright or trademark infringement. Transmitting, uploading or posting any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, incorporating a third party's trademark within an email address without the prior permission of the trademark owner, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

Digital Millennium Copyright Act of 1998 (DMCA). Rocket Communications is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Rocket Communications' policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Rocket Communications, in its sole discretion, believes is infringing these rights. Rocket Communications may terminate the Service at any time with or without notice. Copyright owners may report alleged infringements of their works to support@rocketcommtech.com

Collection of personal data without consent. Collecting, or attempting to collect, personal information about third parties without their knowledge or consent or under false pretenses.

Unauthorized Access. Accessing, or attempting to access, the accounts of others without their knowledge or consent; or penetrating, or attempting to penetrate, security measures of Rocket Communications' or another entity's or person's computer software or hardware, electronic communications system, or telecommunications system, including, but not limited to, misusing or abusing account access and passwords of others; using or distributing tools designed to compromise security of computer systems or networks; or compromising the security of any Internet account or website.

Using or Distributing Internet Viruses, Worms, Trojan Horses or Other Destructive Activity that Compromise Security. Engaging in activities that disrupt or degrade the use of or interfere with the ability of other people to effectively use the network or any connected network system, service or equipment including using or distributing, among other things, Internet viruses, worms, Trojan Horse programs, password guessing programs, decoders, keystroke loggers,

cracking tools, packet sniffers, flooding of a network, encryption circumvention devices or unauthorized port scanning.

Spidering. Participating in the collection of a very large number of email addresses, screen names, or other identifiers of others without their prior consent, or participating in the use of software, including spyware, designed to facilitate this activity.

Denial of Service. Routing or relaying traffic between unknown third parties or as a source of denial of service attacks, worms, or other service sending traffic to unknown third parties. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use your network in an illegal or inappropriate manner.

Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. You may stay connected so long as you are actively using that connection for the above purposes. You may not use the Services on a standby or inactive basis in order to maintain a connection.

In addition, any material or conduct in connection with the use of the Services that Rocket Communications believes to be unlawful, offensive, harmful, or causing a degradation of the Service will be considered a violation of this AUP.

3. REPORTING VIOLATIONS OF THIS ACCEPTABLE USE POLICY

Rocket Communications requests anyone who believes that there is a violation of this AUP or has a question about this AUP to please direct the relevant information to:
support@rocketcommtech.com.

4. HOW ROCKET COMMUNICATIONS ADDRESSES VIOLATIONS OF THIS ACCEPTABLE USE POLICY

Rocket Communications may, but is not required to, monitor your compliance with the terms of this AUP. You acknowledge that Rocket Communications has the right, but not the obligation, to pre-screen, refuse, or remove any content available from your use of the Services, including, but not limited to, content that violates any law or the terms of this AUP.

If Rocket Communications receives a complaint or otherwise becomes aware of any possible violation of this AUP, Rocket Communications may, in its sole discretion, initiate an investigation. If Rocket Communications determines that a violation of this AUP has occurred (regardless of whether it is unlawful), Rocket Communications may take any one or more of the following actions without notice:

- Issue warnings: written or verbal
- Remove any content that violates this AUP
- Suspend your Services for a certain period of time
- Terminate your Services

- Remove, block or otherwise prevent access to websites
- Bill you for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

5. REVISIONS TO THIS ACCEPTABLE USE POLICY

Rocket Communications may revise, amend, or modify this AUP from time to time. Notice of any revision, amendment, or modification will be posted on the Rocket Communications Website at www.rocketcommtech.com/about-us/, by email, and/or in mailings to your primary Rocket Communications email account and will be effective on the date noted in the posting. **By continuing to use the Services after the revisions, amendments or modifications are effective; you accept and agree to abide by them.**

6. MISCELLANEOUS

The failure of Rocket Communications to enforce this AUP will not be construed as a waiver of any right to do so at any time. If any section of this AUP is held invalid or unenforceable, the remaining sections will remain in full force and effect. You agree to indemnify, defend and hold harmless Rocket Communications, its subsidiaries, directors, officers and employees against all claims and expenses, including reasonable attorney fees, resulting from any violation of this AUP. This indemnification will survive any termination of your Services or account with Rocket Communications.

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