

Authorized Use Policy

The following Authorized Use Policy (“AUP”) applies to all Services offered by Blue Valley Technologies, Inc. d/b/a Networks Plus (“NP”), a wholly-owned subsidiary of Blue Valley Tele-Communications, Inc., to its Customers under all Master Service Agreement (“MSA”), Addendums, Service and/or Purchase Agreement. The examples described in this AUP are not exhaustive. NP reserves the right to modify this AUP at any time by posting a revised version on its website located at <http://networksplus.com/legal>. Customers are responsible for periodically checking this site and taking all necessary steps to ensure that they are familiar and will fully comply with the most current AUP revision. Failure to adhere to the AUP can result in suspension or termination of Service or certain portions thereof as provided in the applicable MSA, Addendums, Service and/or Purchase Agreements.

Use of Services.

Customer shall be the end-user of the Service. The Services provided by NP shall not be resold or distributed without the prior express, written consent of NP. Customer shall not create multiple applications, accounts, or projects to simulate or act as a single application, account, or project or otherwise access the Services in a manner intended to avoid incurring fees and charges that would otherwise be due.

Customer shall be required to maintain secure credentials, including one or more passwords, for use of a Service. Password requirements shall be established by NP. Customer is solely responsible for maintaining the security and integrity of the password as described.

Customer shall not, or allow any third party to: (i) remove or modify any program markings or any notice of NP’s or its licensors’ proprietary rights; (ii) make the programs or materials resulting from the Services available in any manner to any third party for use in the third party’s business operations unless such access is expressly permitted under the applicable MSA, Addendum, Service and/or Purchase Agreement; (iii) copy, modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to NP. Customer is solely responsible for any costs, liabilities, or charges incurred as a result of such actions.

Customer shall not, or allow any third party to, use the Services to interfere with the use of the services, or the equipment of other NP customers, authorized resellers, or other authorized users. Customer shall not use any process, program, or tool via NP’s system for guessing the passwords or circumventing any security measures of other NP customers, resellers, or authorized users or other systems.

Customer shall not, or allow any third party to, use the Services to engage in, promote, or encourage illegal activity or for any unlawful, invasive, infringing, defamatory or fraudulent purpose. Prohibited uses and activities include, without limitation, any use of the Services in a manner that, in our reasonable judgment, involves, facilitates, or attempts advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful. Customer shall use the Service provided by NP strictly in accordance with all applicable local, state, and federal laws, including but not limited to, copyright and obscenity laws. Customer shall not use the Service to conduct a business or activity or solicit the performance of any activity that is prohibited by law. NP will cooperate with law enforcement in cases where NP services or devices are being used for any suspected illegal activity.

Customer shall not, or allow any third party to, use the Service to make unauthorized attempts to access the systems and networks of third parties without their permission, or to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device. Examples of prohibited activities include unauthorized access; monitoring of data or traffic; falsification of origin, denial of service attacks and similar activities.

Customer shall not, or allow any third party to, use the Services to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature.

Customer shall not, or allow any third party to, use the Services to generate, distribute, publish send or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (e.g. 'spam'), including commercial advertising and informational announcements. Customer shall not, or allow any third party to, alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

NP has not granted to Customer any license to use any firmware or software provided to Customer in connection with the Service provided by NP, other than a nontransferable, revocable license to use the firmware or software in object code, strictly in accordance with the uses defined in the MSA, Addendums, Service, and/or Purchase Agreements.

Customer shall be responsible for maintaining the integrity of the Service(s) it receives from NP that are under the control of Customer. This includes, without limitation, guarding against fraudulent usage of voice and data services, or other products delivered as Software-as-a-Service ("SaaS"). Customer shall be responsible to NP and shall indemnify and hold harmless NP, its officers, directors, affiliates, employees, agents, and contractors for any all costs, including Service charges incurred through fraudulent improper or other use stemming from activities that are under Customer's control. By way of example and not limitation, this would include long-distance voice charges for calls made using Customer's handset and line.

Customer shall promptly report to NP any information Customer may have concerning instances in which the conditions of use have been or are being violated. When NP becomes aware of any possible violations, NP will initiate an investigation. In the event that NP determines that Customer has violated or will violate any of these policies, NP may take such action deemed appropriate by NP under the circumstances as known to NP. NP shall not be liable for any damages of any nature suffered by any Customer, client or third party resulting in whole or in part from its exercise of its rights under these policies. Customer is responsible for any charges resulting from the violation of these policies including but not limited to charges resulting from the compromise of any Customer secure password or Service under the control of Customer.

Failure to comply with this Authorized Use Policy may result in the immediate termination of Services, involvement of law enforcement, or any other action that NP deems in good faith may be necessary to protect its network, customer relationships, and commitment to provide the highest possible quality of service to its customers. NP shall not be liable for any damages of any nature suffered by any Customer, or third party resulting in whole or in part from its exercise of its rights under these policies. Customer is responsible for any charges resulting from the violation of these policies including but not limited to charges resulting from the compromise of any Customer secure password.