



ACCEPTABLE USE POLICY

Zimmerman Communications, Inc., ("Zimcom") has designed this Acceptable Use Policy ("AUP") in an effort to promote responsible use of our network, systems, services, website, and products ("Services") by our customers and the general public (collectively, "Users").

By using the Services, Users consent to adhere to the terms and conditions of this AUP. Zimcom reserves the right to modify this AUP at any time based on its sole discretion. Modifications will be effective upon posting to the Zimcom company website at www.zimcom.net. Any use of Zimcom's Services after such modification shall constitute acceptance of the modifications.

Prohibited Conduct

Zimcom's services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Zimcom customers may not abuse or fraudulently use Zimcom products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

- **Threats.** You may not use the Services to threaten harm to people or property.
- **Harmful & Offensive.** You may not use the Services to post or transmit any content that is unlawful, defamatory, libelous, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties.
- **Child Pornography.** It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.
- **Denial of Service.** Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Zimcom.
- **Forgery or Impersonation.** You may not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- **Infringing Content.** You may not use the Services to post or transmit any content that infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity. This includes, but is not limited to, the unauthorized posting or transmission of graphics, pictures, photographs, logos, software, music, videos or any other copyright that is in direct violation of the Digital Millennium Copyright Act ("DMCA") or any other similar legislation.
- **Distribution of Viruses.** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by Zimcom from accessing the network.
- **Spamming.** Zimcom maintains a strict no-spam policy for use of its network or services in any manner associated with the transmission distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM"). To avoid action under the terms of our AUP, please familiarize yourself with the CAN-SPAM Act by following this link: <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business> . To report an incidence of SPAM, please email Hostmaster@zimcom.net
- **Fraudulent Activities.** Fraudulent activities includes, but is not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the

person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

- **Interception.** You may not use the Services for unauthorized monitoring of data or traffic on any network or system, without the express written authorization of the owner of the system or network.
- **Unauthorized Access.** Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Zimcom's Services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.
- **Pyramid Schemes.** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

Zimcom's Responsibility

Zimcom makes no warranties of any kind, whether express or implied, as to the availability, accuracy, or content of the information, products, or services it is providing. Zimcom disclaims any warranty of merchantability or fitness for a particular purpose. Zimcom will not be responsible for any damage suffered from use of its service including, but not limited to, loss of data, delays, mis-deliveries, or service interruptions caused by Zimcom negligence or User errors or omissions.

Use of any information, programs, or data obtained from or via Zimcom is at the User's own risk. Zimcom specifically denies any responsibility for the accuracy or quality of information obtained through its services. Zimcom has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the Zimcom network but, where possible and necessary, may do so at its discretion. Therefore, Zimcom does not assume liability for others' violations of the AUP or failures to terminate those violations. Zimcom reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.

Zimcom reserves the right to refuse or terminate service without notice if the Customer violates this AUP.

To report a violation of this AUP or an abuse of Zimcom's services, please email: abuse@zimcom.net