



## Acceptable Use Policy (Internet)

ICX, The Internet and Cloud Xchange, strives to provide the best possible Service to all customers but will not tolerate any unlawful activity or abuse on our Wireless Internet network. ICX respects freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect the Client, ICX and other users of the Service against such harm.

### Email Policy

ICX may not be the source, intermediary, or destination address involved in the transmission of any hate email including, but is not limited to, use of the Service to invade the privacy of third parties, impersonation of ICX personnel or other parties or entities, transmitting abusive, profane, libelous, slanderous, threatening or otherwise harassing material. Client email account may not be referenced as originator, intermediary, or reply-to address of such hate email.

ICX accepts no responsibility for viruses that may be transmitted to Client via email, ftp, http or any other means of electronic transfer. Therefore, ICX cannot prevent the transmission of viruses to Client computer system via the Internet. It is the Client responsibility to ensure Client has virus software and that it is updated regularly. Nothing in this paragraph, this Policy or the Agreement releases ICX from the obligation to use commercial reasonable efforts to protect the Service, the Network, and ICX-owned equipment from viruses, malware and illicit intrusion.

### Privacy Policy

ICX is committed to respecting the privacy of our customers. The personal information Client provides to us in order to set up Client Service and e-mail account(s) is used by us solely to provide Client with access to the Service and to facilitate accurate account billing. ICX will not provide customer lists or customer information to others for any reason. Additionally, ICX does not regularly monitor customer email content or track customer movements on the Internet.

ICX will do everything possible to protect Client privacy and will not subject customers to outside marketing. Information about ICX Wireless Service clients will be released only to the Client, to the appropriate ICX employees, or to duly authorized officers of the State and Federal courts, or investigating authorities who present a subpoena, but in such case, ICX will provide written notice to Client not less than five (5) business days in advance of such required disclosure, to allow Client the opportunity to seek relief from or protection against such disclosure.

### Account Ownership

ICX is only responsible to the present owner of the Internet Service allocated to the account on ICX servers. ICX verifies ownership by asking for the account owner's full name, address, email address, username, and password. If Client gives this information or system access to any other party, Client risks the integrity of its Internet Service and system information.

### Content Policy

Client is solely responsible for the content of any information it makes available by means of the Service, including, without limitation, by posting on a website or in email, or in a bulletin board service. Client agrees that if ICX, in its sole discretion, deems any content made available by Client to be unlawful, fraudulent, unacceptable, offensive, obscene or otherwise objectionable, ICX has the right, but not the obligation, to remove or deny access to such content. Client expressly agrees that ICX shall not be liable to Client for any action ICX takes to remove or restrict access to such material, nor for any action taken to restrict access to material posted in violation of any law, regulation, or rights of a third party, including but not limited to rights under copyright law and prohibitions on libel, slander and invasion of privacy. ICX has the right to take all reasonable actions to remove or restrict access to any such material, including restriction, suspension or termination of Client access privileges to the Service and/or deletion of the objectionable material.

All services provided by ICX may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization.