

# Craw-Kan Acceptable Use Policy

## General Information

Craw-Kan Telephone (CKT) is committed to providing high-quality Internet services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the CKT website.

## Illegal Activity

Use of CKT Services for any purpose that is unlawful or in connection with any criminal or civil violation is prohibited. Services shall, in all cases, be used in compliance with applicable law. The transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright (please see the CKT DMCA Policy), trademark, trade secret, patent, or other intellectual property right without proper authorization, and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene (adult content), defamatory, or otherwise unlawful. CKT will investigate incidents involving such violations and may involve law enforcement if a criminal violation is suspected. Depending on the severity or illegality of the infraction, CKT may provide a 5-day grace period to correct the action, or services may be immediately suspended.

## Network Security Requirements and Violations

Users are required to protect and secure their network against possible security vulnerabilities and breaches. Violations of system or network security are prohibited and may result in criminal and civil liability. The only exceptions to this section are when the Customer is performing Network Assessment or Network Penetration Testing of their own network and CKT has been notified in advance of these types of permitted activities. In the case of permitted Network Assessment or Network Penetration Testing, at no time will Customer perform such activities on other customers of CKT or any other network without explicit permission. Examples of system or network security violations include without limitation:

- Attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems, or networks of this site, or to probe, scan, or test the vulnerability of a system or network of this site, any CKT Service, or those of any other party on this network

- Interference with service to any user, host, or network including – without limitation – mail-bombing, flooding, or attempting to overload the system

- Forging any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting

- Falsifying address information or otherwise modifying e-mail headers to conceal the sender's or the recipient's identity

- Using services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

- Email Relay - Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.

Email Fraud (Spoofing) - Users are prohibited from sending e-mail messages or transmitting any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a User's identity in connection with use of the Service is prohibited.

UCE/Spamming/Mail Bombing - Transmitting excessive volumes of unsolicited commercial e-mail messages or excessively large attachments to recipients constitutes Unsolicited Commercial E-mail "UCE" and is prohibited. In addition, "spamming" or "mail bombing" is prohibited. The use of the service of another provider to send UCE, SPAM, or Email Bombs to promote a site hosted on or connected to CKT is prohibited. You may not use the Service to collect responses from mass unsolicited e-mail messages. UCE/SPAM/Email Bomb violations will result in immediate censure and suspension of the user's network access.

Destructive Activities - Distributing information regarding the creation of and/or sending Internet viruses, worms, Trojan Horses and other destructive activities are expressly prohibited. Engaging in activities—whether lawful or unlawful—that CKT determines to be harmful to its customer relations, operations, reputation, or goodwill is prohibited. These activities include:

*Denial of Service attacks*

*Computer Hacking of any kind*

*Defamatory or abusive language*

*Illegal activities of any kind*

*Copyright infringement*

*Intellectual property infringement*

No Adult Content Site Policy - CKT prohibits the use of our Internet Services for the purpose of hosting, transmitting, or distributing what it considers to be "adult content." This restriction applies to all customers and all managed services. Adult content sites are often blocked or banned, and the affected or blocked IP ranges could impact other CKT customers. Violations of this policy will result in the immediate termination of customer Internet network access.

## **Rights of CKT**

If Users engage in conduct while using the Service that is in violation of the Acceptable Use Policy or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate the Service or the User's access to the Service.

Any failure by CKT to insist upon User compliance, or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties or any procedure or practice will act to modify any provision in this Policy and Agreement. CKT may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

CKT reserves the right to modify this Policy and Agreement at any time.