

## **Acceptable Use Policy**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest.)

## What uses and activities does MYJECVOICE prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the MYJECVOICE Equipment, either individually or in combination with one another, to:

## CONDUCT AND INFORMATION RESTRICTIONS

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- impersonate any person or entity, engage in caller-ID falsification, or perform any other similar fraudulent activity;
- maintaining abnormally long call duration for any purpose other than normal calling (e.g. using the service as a baby=monitor or similar monitoring is prohibited.)

#### **TECHNICAL RESTRICTIONS**

- use or run dedicated, stand-alone equipment or servers from the Premises that provide telephone service or any other services to anyone outside of your Premises
- service, alter, modify, or tamper with the MYJECVOICE Equipment or Service or permit any other person to do the same who is not authorized by MYJECVOICE;

## **NETWORK AND USAGE RESTRICTIONS**

- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any MYJECVOICE (or MYJECVOICE supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any MYJECVOICE (or MYJECVOICE supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service
- connect the MYJECVOICE Equipment to any telephony device outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; or

# What happens if you violate this Policy?

MYJECVOICE reserves the right immediately to suspend or apply other interim measures in its sole discretion to your Service or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy. In that event, MYJECVOICE also reserves the right to downgrade, suspend, or terminate other MYJECVOICE services you receive.

MYJECVOICE does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with Section IV of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. MYJECVOICE has no obligation to monitor the Service and/or the network. MYJECVOICE and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the

Service; identify violations of this Policy; and/or protect the network, the Service and MYJECVOICE users.

MYJECVOICE prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. MYJECVOICE also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without MYJECVOICE's intervention. However, if the Service is used in a way that MYJECVOICE or its suppliers, in their sole discretion, believe violates this Policy, MYJECVOICE or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither MYJECVOICE nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not MYJECVOICE's exclusive remedies and MYJECVOICE may take any other legal or technical actions it deems appropriate with or without notice.

MYJECVOICE reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on MYJECVOICE's servers and network. During an investigation, MYJECVOICE may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to MYJECVOICE and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, MYJECVOICE is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).