



Acceptable Use Policy

Note: Momentum reserves the right to make changes to this Acceptable Use Policy from time to time at its sole discretion. Customer is solely responsible for complying with the terms of any such modified Acceptable Use Policy. The current version of the Acceptable Use Policy can be found at <https://www.momentumtelecom.com/MTDocs/AcceptableUsePolicy.pdf>.

Momentum Business Solutions, Inc. (hereinafter "Momentum") has formulated this Acceptable Use Policy ("Policy") in order to encourage the responsible use of our backbone provider's networks, systems, services, websites and products (collectively, the "Network and Services") by our customers and other users of the Network and Services (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. By using the Network and Services, Users consent to be bound by the terms of this Policy. Momentum reserves the right to modify this Policy in its discretion at any time. Such modifications will be effective when posted. In addition, all Users must comply with the then-current industry standard acceptable use policy set forth at <http://www.ipservices.att.com/policyv.html>, or such other acceptable use policy web sites as set forth from time to time by Momentum. To the extent these third-party acceptable use policies conflict with this Policy, the terms of this Policy will prevail. Any use of the Network and Services after such modification shall constitute acceptance of such modification.

General Conduct

The Network and Services must be used in a manner that is consistent with the intended purpose of the Network and Services and may be used only for lawful purposes. Users shall not use the Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (b) that may expose Momentum or its suppliers or vendors to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this policy.

Responsibility for Content

Momentum takes no responsibility for any material created or accessible on or through the Network and Services. Momentum is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Momentum becomes aware that any such material may violate this Policy and/or expose Momentum to civil or criminal liability, Momentum reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. Momentum further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Momentum deems responsible for the wrongdoing.

Inappropriate and Illegal Activity

Users shall not use the Network and Services for any for any purpose that is unlawful or may result in civil or criminal liability, or that Momentum deems inappropriate in its reasonable discretion, including but not limited to transmitting, distributing, posting, or storing content or other electronic material where such act, the content or electronic material, or both:

- Are illegal, indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, harassing, excessively violent;
- Constitutes infringement of intellectual property rights under applicable law;

- Constitutes or encourages criminal conduct, or gives rise to civil liability, or otherwise violates any local, state, national or international law, including without limitation U.S. export control laws and regulations and the Computer Fraud and Abuse Act;
- Involves credit card, debit card, electronic funds transfer numbers or other similar types of data for a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; and
- Involves inadequate security or an illegitimate purpose (as determined by Momentum), such as: (a) information from Users under the age of sixteen (16) without consent from such Users' parents or legal guardians; (b) User's personal health information or personal financial information without informed consent from such User; or (c) other personal information without the advising the User.

Abusive Practices and Impermissible Interference

Momentum provides its customers with broadband internet access pursuant to agreements with Momentum's business partners. If you purchase broadband internet access from Momentum, you may not engage in any of the following activities:

- Posting five (5) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
- Posting to any Usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles which are off-topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list;
- Sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;
- Falsifying user information provided to Momentum or to other Users of services provided by Momentum;
- Engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through an account provided by Momentum, or otherwise facilitating such activities with services provided by Momentum; or
- Operating a server in connection with the services provided by Momentum in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose Momentum's network and the user's personal account to fraudulent and abusive activities. User hereby acknowledges and agrees that it will not operate servers with in an open relay configuration.

In addition, you may not use Momentum's services or facilities to interfere with use of Momentum's services or facilities by another person or entity, including but not limited to:

- Restricting or inhibiting any other User or any other person from using and enjoying Momentum services or the internet;
- Posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component;

- Without the permission of the system or network owner, (a) accessing any system or network, (b) monitoring data or traffic, (c) probing, scanning, testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
- Conducting or forwarding unlawful surveys or contests, pyramid schemes, charity requests or chain letters, or political activities;
- Relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or
- Mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

Intellectual Property

Material accessible through the Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the Network and Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

Harmful Content

Users shall not use the Network and Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Network and Services, any other network or equipment, or other Users.

Fraudulent/Misleading Content

Users shall not use the Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

Email and Unsolicited Messages

Users shall not use the Network and Services to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("Spam"). Further, Users are prohibited from using the service of another provider to send spam or to promote a site hosted on or connected to the Network and Services. In addition, Users shall not use the Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

Third-Party Rules; Usenet

Users may have access through the Network and Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying therewith. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "Usenet Spam"), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official newsgroup moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

System and Network Security

Users are prohibited from violating or attempting to violate the security of the Network and Services, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) impersonating Momentum personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Momentum services. Violations of system or network security may result in civil or criminal liability. Momentum will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Suspension; Termination

Momentum believes that illegal usage, abusive usage and/or use of Momentum's services or facilities to interfere with other Users' enjoyment of the such is unacceptable. If you believe that you have been a victim of abusive or illegal use of Momentum's services, or to report illegal use involving child pornography, please contact [us immediately](#).

Any User which Momentum determines to have violated any element of this Policy may be subject to a suspension or termination of service, and if Momentum deems it necessary, immediate suspension or termination of such User's service without notice. Momentum may take such further action as Momentum determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Momentum shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Momentum's exercise of its rights under this Policy.