

AXIOM ACCEPTABLE USE POLICY

Introduction

Axiom Technologies, LLC's ("**Axiom**," "**we**," or "**us**") Acceptable Use Policy ("**AUP**") is intended to help enhance the use of the Internet by preventing unacceptable use. All Users of Axiom Internet services (the "**Services**"), including both persons and entities that pay a monthly service fee to subscribe to the Services ("**Subscribers**") as well as individuals authorized to access the Services under a Subscriber's account (e.g., a family member of an individual Subscriber or an employee of a business Subscriber) ("**Visitors**"), must comply with this AUP. This AUP applies along with the Axiom Terms of Service governing the use of the Services, Axiom's Privacy Policy and Axiom's DMCA Policy (collectively, the "**Terms of Service**"), to specify restrictions and obligations applicable to all Users of the Services. Subscribers and Visitors are referred to in this AUP collectively as "**Users**" or "**you**."

Axiom supports the free flow of information and ideas over the Internet and does not actively monitor use of the Services under normal circumstances. Similarly, Axiom does not exercise editorial control over the content of any website, electronic mail transmission, social media, or other material or content created or accessible over or through the Services, except for certain proprietary websites. However, Axiom may remove any materials or content that, in its sole discretion, may be illegal, may subject Axiom to liability, or which may violate this AUP or any other part of the Terms of Service. Axiom may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. A User's violation of this AUP may result in the suspension or termination of the User's access to the Services and/or a Subscriber's Axiom account or other actions as detailed in this AUP.

By using the Services, you agree to comply with and abide by, and, if applicable, to require every other person accessing the Services under your account to comply with and abide by, the terms of this AUP and all other parts of the Terms of Service. Any User who does not agree to be bound by this AUP and all other parts of the Terms of Service must immediately stop all use of the Services.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with this AUP. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material or content which violates the rights of any individual or entity established in any jurisdiction.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To transmit, or procure the sending of, any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Solicited emails must contain the originator's valid email address.
- To impersonate or attempt to impersonate Axiom, an Axiom employee, another User, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Axiom or other Users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” or “chain letters.”
- Use the Services to collect, or attempt to collect, personally identifiable information of third parties without their knowledge and consent.
- Resell the Services to others.
- Add, remove, or modify identifying network header information in an effort to deceive or mislead another person or entity. Attempting to impersonate any person by using forged headers or other identifying information, or using anonymous remailers, is prohibited under this AUP.
- Use the Services in any manner that could disable, overburden, damage, or impair the Services or the network or system that delivers the Services (“**Service System**”) or interfere with any other User’s use of the Services or the Service System, including their ability to engage in real time activities through the Services and Service System. This includes “denial of service” attacks against another network host or individual User. Interference with or disruption of other Users, network services or network equipment is prohibited. It is your responsibility to ensure that your network is configured in a secure manner. You may not, through action or inaction, allow others to use your network for illegal or inappropriate purposes. You may not configure your network in a manner that gives third parties the ability to use your network in an illegal or inappropriate manner.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any Service System traffic or resources available on the Services.
- Use any manual process to monitor or copy any Service System traffic or resources available on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, any account of another User or any server, computer, database, or other resource or element connected to the Services or to a third party.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services or Service System.
- Otherwise attempt to interfere with the proper working of the Services.

Content Standards

You agree not to use the Services to send, knowingly receive, upload, download, use, or re-use any material or content which:

- Contains any material that is defamatory, obscene, abusive, threatening, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Impersonates any person, or misrepresents your identity or affiliation with any person or organization.

- Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reporting Violations of the AUP

Axiom requests that anyone who believes there has been a violation of this AUP report the suspected violation to Axiom at ian.sawyer@connectwithaxiom.com.

If available, please provide the following information with each report of an alleged AUP violation:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from GMT.
- Evidence of the alleged violation.
- Email with full header information, which provides all of the above, as do syslog files.

Monitoring and Enforcement

Axiom, in its sole discretion, will determine whether your conduct is in compliance with this AUP. We have the right to:

- Monitor your use of the Services in our sole discretion.
- Take any action we deem necessary or appropriate in our sole discretion if we believe a User's conduct violates this AUP, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of other Users of the Services or the public, or could create liability for Axiom.
- Disclose your identity or other information about you to any third party who claims that material or content posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Issue written or verbal warnings to you for any violation of this AUP.
- Suspend your posting privileges for any violation of this AUP.
- Terminate or suspend your access to all or part of the Services (and, if you are a Subscriber, suspend or terminate your Axiom account) for any violation of this AUP.
- Bill you for administrative costs arising out of or relating to any violation of this AUP, and for reactivation charges if we suspend or terminate your account and later allow you to reactivate the account.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Services. YOU WAIVE AND HOLD HARMLESS AXIOM FROM AND AGAINST ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AXIOM DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER AXIOM OR LAW ENFORCEMENT AUTHORITIES.

Revisions to AUP

Axiom reserves the right to update or modify this AUP at any time and from time to time with or without prior notice. The current version of this AUP can always be found at <http://www.connectwithaxiom.com/service-documents>. Your continued use of the Services after Axiom's posting of any changed, modified or amended version of the AUP shall be deemed to be your acceptance of any such changed, modified or amended AUP. It is your responsibility to check this page periodically for changes.