

MOSAIC NETWORKX, LLC. - Acceptable Use Policy:

This Acceptable Use Policy specifies the actions prohibited by Mosaic NetworX, LLC (“**Mosaic**”) and/or Mosaic’s Carrier Partners providing any services to Customer. **Mosaic reserves the right to modify this Policy at any time.**

Illegal use

Mosaic's or its Carrier Partner provided network(s) may be used only for lawful purposes. Customer’ transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Services provided to Customer will not be used in an unlawful or fraudulent scheme (e.g., theft or unauthorized usage of services, misleading or fraudulent communications of any nature, unauthorized use of prepaid services, pay-per-call numbers, information service calls, directory assistance calls or any other calls for which Mosaic is billed that are passed through to Customer for billing to Customer’s end users or otherwise). Customer remains responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of services or misleading or fraudulent communications of any nature.

System and network security

Customer’s violations of system or network security are prohibited, and may result in criminal and civil liability. Mosaic or its Carrier Partner will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Customer’ unauthorized access to or use of systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Customer’ unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Customer’ intentional interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Customer’ forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements in violation of CAN-SPAM or other laws, is explicitly prohibited. Customer shall not use another site's mail server to relay mail without the express permission of the site.

Usenet

Posting the same or similar message to multiple newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") without authorization is explicitly prohibited.

Customer Added Responsibilities

Customer shall not use or permit others to use the services in a manner that could interfere with services provided to others or that could harm the facilities of Mosaic or its Carrier Partners.

Customer shall be responsible for the security of all Authorization Codes used by Customer or its end users. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its end users will be billed to, and must be paid by, Customer.

Mosaic Right to Take Action

In the event Mosaic discovers or reasonably believes Customer is in violation of these policies Mosaic will take reasonable steps under the circumstances to notify Customer. Following such notification, and without any liability to Customer, Mosaic may immediately take action it deems reasonably necessary to prevent such unlawful or fraudulent scheme from taking place, including without limitation, denying Customer's further access to a particular service or network facility or terminating any services to or from specific affected locations or terminating all service associated with Customer.

CUSTOMER' ACTUAL OR ATTEMPTED VIOLATIONS OF THIS POLICY DIRECTLY OR BY DIRECTING, A THIRD PARTY ON BEHALF OF CUSTOMER TO VIOLATE THIS POLICY, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY CUSTOMER.

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Effective July 1, 2011

Web 2.0

