



TELESPHERE[®]

BUSINESS TELECOMMUNICATIONS. SIMPLIFIED.[®]

Telesphere Networks Ltd. – Acceptable Use Policy Effective March 2009

Telesphere Networks Ltd. (“Telesphere”) has created this Acceptable Use Policy (“AUP”) to ensure the responsible use of Telesphere’s networks, services, systems, web sites, and products (“Telesphere Products and Services”) by our customers and other users of Telesphere Products and Services (“Users”), and to enable Telesphere to provide Users with reliable, secure, and efficient services. By using Telesphere Products and Services, Users agree to be bound by the terms of this AUP.

Termination/Suspension

Any User that Telesphere determines to have violated any element of this AUP may be subject to a suspension or termination of service, with or without notice. Telesphere has the right, but not the obligation, to take further action as Telesphere determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Telesphere 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 Telesphere’s exercise of its rights under this AUP.

Prohibited Conduct

Telesphere Products and Services must be used for lawful purposes only and in a manner consistent with the intended purpose of Telesphere Products and Services. Users shall not use Telesphere Products and Services to distribute, transmit, or store material:

1. in violation of any local, state, or federal laws and regulations.
2. that may expose Telesphere to criminal liability.
3. that may adversely affect Telesphere Products and Services or other Telesphere Customers or Users.

Users are prohibited from facilitating the violation of any of this AUP or another provider’s AUP. This includes, but is not limited to, distributing, transmitting, or otherwise providing any product or service that violates this AUP or another provider’s AUP.

Inappropriate Content

Users shall not use Telesphere Products and Services to distribute, transmit, or store material that is inappropriate, as reasonably determined by Telesphere, or material that is obscene (including child pornography) defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Harmful Content

Users shall not use Telesphere Products and Services to distribute, transmit, or store material that may be harmful to, or interfere with, Telesphere Products and Services or any third party’s systems, networks, web sites, or services. Such prohibited content includes, but is not limited to worms, viruses, or Trojan horses.



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Fraudulent/Misleading Content

Users shall not use Telesphere Products and Services to distribute, transmit, or store material containing fraudulent offers for products or services, or any advertising or promotional materials that contain deceptive, false, or misleading statements, representations, or claims. 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/Unsolicited Messages

Users shall not use Telesphere Products and Services to transmit unsolicited email messages including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Users are prohibited from using the services of another provider to distribute spam or to promote a site hosted on or connected to Telesphere Products and Services. Users shall not use Telesphere Products and Services to:

1. send email messages that are excessive or intended to harass others.
2. continue to send email messages to a recipient that has indicated that he/she does not wish to receive them.
3. send email with forged TCP/IP packet header information.
4. send malicious email, including, without limitation, "mail bombing."
5. send or receive email messages in a manner that violates the policies of any other Internet service provider.
6. use an email box exclusively for the storage space for data.

Intellectual Property

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

Third Party Rules

Users may have access through Telesphere Products and Services to search engines, chat rooms, bulletin boards, Web pages and services, USENET, or other services that publish rules, guidelines, or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions

Users shall not use Telesphere Products and Services to conduct activities that may be harmful to, or interfere with, Telesphere Products and Services or any third party's networks, systems, services, or Web sites. This includes, but is not limited to, mail bombing, flooding, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of Telesphere Products and Services, or the computers, accounts, or networks of another party. Users are prohibited from any activity



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considered a precursor to attempted security violations, including, but not limited to, any form of probing, scanning, or other testing of information gathering activity. Inappropriate activity may result in civil or criminal liability. Telesphere will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

Responsibility for Content

Telesphere assumes no responsibility for any material created or accessible on or through Telesphere Products and Services. Telesphere is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. Should Telesphere become aware that any such material may violate this AUP and/or expose Telesphere to civil or criminal liability, Telesphere reserves the right to block access to such material and suspend or terminate any User creating, storing, or disseminating such material. Telesphere 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 Telesphere deems responsible for the wrongdoing.

Reporting Violations

To report violations of the Telesphere AUP, contact abuse@telesphere.com.

Policy Modifications

Telesphere reserves the right to modify this AUP at any time and in its sole discretion, with such modifications being effective when posted. Any use of Telesphere Products and Services after such modification constitutes acceptance of the AUP as revised.