



DUNS#: 07-9220254; Federal CAGE #: 7PES8; NAICS CODES: 517110, 517210, 517911, 517919, 334210, 334220
Military DITCO Basic Agreement: HC1013-16-H-0039 8/29/2016; DITCO Telco / FCC Carrier Code: QXCC
ARIN AS Handle: AS54488; OrgID: QC-91

Acceptable Use Policy

INTRODUCTION

This Acceptable Use Policy sets forth the guidelines for acceptable use of all products and services offered by QXC ("QXC") and may be changed by QXC from time to time.

QXC seek to promote a high level of responsible behavior in connection with the use of all of its products and services. All users are required to comply with all of the terms and conditions of this Acceptable Use Policy, as well as any applicable agreements. Each user is strictly responsible for its compliance with, and its customers' compliance with, this Acceptable Use Policy, as well as the policies of any other networks accessed by the user.

DISCLAIMERS AND INDEMNIFICATION

Subject to the other provisions of this Acceptable Use Policy, QXC provide an unfiltered connection to the Internet. QXC is not responsible for any materials accessible on or through its products or services. No data, documents, materials, or information that enters the Network is reviewed before being transmitted to users. Accordingly, QXC neither controls nor accepts responsibility for the content of any, but not limited to, communications that are transmitted or made available to users, regardless of whether they originated from users of our services. Users are solely and fully responsible for their content.

In addition, QXC expressly disclaim any responsibility for the accuracy or quality of information provided by third parties that may be obtained through the use of our services. All material and information obtained by any user through our internet access is provided "as is" and without any warranties of any kind, including, but not limited to any related to privacy, security, or integrity of any data user transmitted over the internet. In no event will QXC be liable for any damages, either direct, or indirect, incidental, special, or consequential, for use or inability to use QXC internet access, of any kind, delay of or partial delivery, termination or rights of loss of profits, data, business, or goodwill, or to provide any indemnification or any other remedy to any user of QXC's internet access. The user's sole and exclusive remedy is to discontinue using and accessing the QXC services. QXC does not warrant that any of our services will meet any user's requirements, or that it will operate in combination with any software and/or services, which any user may select to use, that the operation of our internet access service will be uninterrupted, or error free, and that any errors will be corrected and/or that our services will meet any particular criteria of performance or quality.

As the customer, you agree to indemnify, defend, and hold harmless QXC, any partners, agents, independent representatives, and employees from and against any damages, judgments,



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expenses, and other liabilities, resulting from any final determination that the data, information, and/or content stored, received, or transmitted, now or in the future, from your account, infringes trademark, service mark, trade secret(s), trade dress, copyright, patent, right of privacy, right of publicity, moral rights, or other intellectual property rights, and from any other damages, claims, suits, or actions which may arise, now or in the future, as a result of your use of our services. This indemnification shall survive any termination of use of our services.

IP NUMBERS AND DOMAIN NAMES

Users may only use: (i) IP numbers assigned by QXC, for applicable products and services, and (ii) domain names for which they have registered, and must keep, current information on file with the registrar.

CUSTOMER SECURITY MEASURES

Any and all users of our services are responsible for their own security measures, and for configuring their own IT systems to provide the maximum accountability possible. Users are also solely responsible for ensuring the confidentiality of account information, data, and password access. At any time, if an end user finds that the end user's security has been breached, the end user is solely responsible for reporting the violation, and for handling the repair, to stop the violation

SECURITY

Any and all users of our services are individually responsible for immediately notifying QXC, should the user become aware of any situation that may in any way affect our products and services, and/or our Network or systems. A customer network device that is compromised has the potential to be disruptive to our Network, and other users. For that reason, QXC reserve the right to take your network service offline, without your consent, if it is compromised, accessed, or manipulated, by a third party. QXC does not represent, or warrant, to anyone, any obligation, regarding monitoring, or policing, of activities, which may occur, while customers use our products and services. Additionally, QXC does not have any liability to any party, including our customers, or their customers, regarding any violation of this Acceptable Use Policy.

FILTERS

QXC reserve the right to use any appropriate and necessary devices to ensure compliance with the Acceptable Use Policy including, but not limited to, installation of any equipment, and or systems that will enable QXC to filter, and/or terminate service, for any of our services.



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PROHIBITED USE

You agree to comply with all applicable local, state, and federal laws, and regulations, regarding use of all products and services provided by QXC. The following is an outline of some of the prohibited uses of our services. The examples of prohibited use set forth below and throughout this Acceptable Use Policy are non-exclusive, and are provided as guidelines to customers and other users of our products and services.

Our products and services may only be used for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation, of any applicable law, or regulation, is prohibited. Without limitation of the foregoing, it is strictly prohibited to download, create, transmit, distribute, upload, or post, and/or store, any information, data, or material, which in our sole discretion:

- Infringes any copyright, patent, trademark, trade secret, or other intellectual property right, is obscene, indecent or constitutes, fosters, or promotes child pornography;
- Is libelous, defamatory, hateful, racist, malicious, treasonous, promotes, or incites violence, threatens national security, or public health, and safety, constitutes an illegal threat, or abuse, or is in any way illegal or unlawful;
- Violates export control laws, or encryption laws;
- Encourages conduct that would constitute a criminal offense, or give rise to civil liability;
- Violates, or is alleged to violate federal, or state laws, applicable to internet usage, including, but not limited to, state "spam" laws, and the federal CAN-SPAM Act, or any other applicable law or regulation;
- Potentially exposes QXC to any civil, or criminal liability;
- Is unfair, or deceptive, under the consumer protection laws, of any state;
- Exposes confidential, or proprietary information of QXC, or any other party;
- Is used for any unlawful purposes, or activities, whether civil or criminal.

The following general actions are considered "abuse", and are violations of this Acceptable Use Policy, and are strictly prohibited. The following outline is not considered exclusive, and is only to be used as a general guideline. Our services and products shall not be used:

- To attempt to gain unauthorized access to QXC or any of our services or systems, or attempt to breach its authorization protocols or security measures;
- To obstruct, restrict, or inhibit any other user, whether a customer of QXC, or a user of any other system, or network, from using any of QXC services or products;
- To impersonate another user, spoof, or otherwise falsify one's user name, in email, or any post, to any newsgroup, or mailing list;

QXC Communications, Inc

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- In any manner that constitutes, in any way, harassment, whether through language, frequency, or size of message;
- For creating, forwarding, posting, or distribution, of chain messages, of any type. This includes, but is not limited to, any messages, also referred to as "Pyramid" or "Ponzi" schemes;
- To forge message headers, or a sender's identity, or taking any similar action, with the intent of bypassing restrictions, or limit on access, to a specific service or site. This does not restrict the legitimate use of aliases or anonymous re-mailers;
- To falsify identity, or contact information, to circumvent this Acceptable Use Policy. This does not restrict the legitimate use of aliases, or anonymous re-mailers;
- For attempts to circumvent, or alter the processes, or procedures, to measure time, bandwidth utilization, or other methods, or document use of QXC products, and services;
- If a user session is connected for a suspicious period of time, we may terminate the session;
- In email address, "harvesting" or "dictionary attacks";
- To send massive quantities of data (i.e., "flooding" with ICMP, SMTP, or any other type of traffic that exceeds accepted norms or size or frequency), with the intent of filling circuits, overloading systems, and/or crashing hosts;
- In a manner that degrades, causes disruption to, harms QXC service, Network, or systems;
- To attack, or disable, any user, host, or site, nor shall any files containing a computer virus, or corrupted data, be intentionally transmitted;
- To distribute, or propagate, any type of program, script, or command, designed to interfere with the use, functionality, or connectivity, of any internet user, host, or system, or site;
- To propagate messages, via email, instant message, or otherwise, that contain computer worms, viruses, or control characters, of Trojan horses;
- To intentionally inject false information, or data into the internet;
- To disrupt newsgroups with materials, postings, or activities, that are (as determined by QXC, in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive, or repetitious, unless such materials, or activities, are expressly allowed, or encouraged, within the specific newsgroup, and you must comply with the rules for content, and commercial, USENET & IBC postings for groups;
- To post binary files to newsgroups, whose charter does not specifically allow for such files.
- To post, via QXC, internet access, any solicitation, for mail-back to an email address (including address on non-Company users), with the intention of bypassing this Acceptable Use Policy;
- To cancel newsgroup posting, other than their own, or using auto-responders, or cancel-bots (or similar automated or manual routines), which generate excessive network traffic,

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or disrupt Usenet newsgroup/email use, by others (except in cases of official newsgroup moderators performing their duties);

- To engage in "Excessive Cross-Posting" (ECP), or "Excessive Multi-Posting" (EMP), or "Usenet SPAM", or "Mail bombing" (no matter what the content might be), as generally defined by the internet community;
- In filtering messages (e.g., NoCem), in an intrusive manner;
- To perform any unauthorized creation, cancellation, or removal, of any content;
- In the exploitation of any scripts presented on web pages (e.g., forms for answering questions or for entering data);
- To perform "walking" a database, for the purpose of collecting data contained therein (whether or not this behavior requires that the reader of the page must knowingly ignore files such as "robot.txt" which is designed to guide cataloguing robots/programs);
- To operate a robot, on a site's page, after the site has requested that the behavior cease.
- To configure a web page to act maliciously against users that visit that web page. To create and cancel accounts, with the sole purpose of gaining financial advantage, in the form of customer points, usage commissions, or any other financial advantage.

If QXC determine, in our sole discretion, that any other abuse, or inappropriate, or illegal activity is occurring, QXC reserve the right to suspend, or terminate, access, or use, of our products, and services, for, or to exercise, other rights, and remedies, as set forth in this Acceptable Use Policy.

SUSPENSION OR TERMINATION

In the event that any user of QXC products or services engages in any conduct that in any way violates this Acceptable Use Policy, or is in any way illegal or improper, QXC reserve the right to suspend, and/or terminate, the service, or the users access, to QXC products and services. In the event of any suspension, termination, or adverse action by QXC, the user remains responsible for timely remittance of all charges, and fees, for the remainder of the contract term.

QXC will, under normal circumstances, and conditions, attempt to contact and notify you in the event that we become aware of activity that violates this Acceptable Use Policy, to request that the customer cease and desist in any activities, in violation of this Acceptable Use Policy. However, you are advised that in the event of a threat to the operations to QXC, or in the event that QXC becomes aware of activities that are (or are suspected to be) improper, or illegal, or where the operation of our network is threatened, QXC reserves the right to immediately suspend, and/or terminate, the product, and/or service, without notification. QXC also reserve the right to take appropriate actions against any user who violates the terms and conditions of this Acceptable Use Policy, or who have Company-assigned IP numbers listed on abuse data sites, such as NJABL, and Spews. Customers waive the right to any credit, under a service level agreement, when the interruption is due to an Acceptable Use Policy violation.

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CHARGES

QXC reserves the right to directly charge any user for its hourly costs associated with any users breach of this Acceptable Use Policy, and corresponding materials, or equipment needed to address the breach, including investigation, or remedy, of the breach, allegations by third parties, or subpoenas, or requests for information.

INVESTIGATIONS AND COOPERATION WITH LAW ENFORCEMENT

Each user is responsible for providing reasonable assistance to QXC in investigating, and resolving issues, problems, and/or complaints, arising out of the services provided to such user (s). In the event of suspected, alleged, or actual illegal activity, or other inappropriate activity, QXC will notify, and/or cooperate, with applicable law enforcement authorities for potential civil, criminal investigation, prosecution, or lawsuit. In the event QXC receives a formal, or informal request for assistance, from a law enforcement authority, in respect of suspected, alleged, or actual illegal conduct, QXC reserve the right to notify, or to cooperate, with law enforcement authorities, in accordance with state, and federal law. Customer(s) will have no cause of action whatsoever, for any such notification of, or cooperation with, law enforcement authorities.

POLICY MODIFICATIONS

QXC reserve the right to modify, alter, or otherwise update, this Acceptable Use Policy, including imposing additional reasonable restrictions on use, from time to time, without notice, and such modifications will be effective immediately, upon posting on the website. In addition, you agree to review this Acceptable Use Policy periodically, to be aware of such modifications, and your continued access, or use of our products, and services, will be deemed your conclusive acceptance of the modified Acceptable Use Policy.

COPYRIGHTED WORKS

Our service, and/or equipment, may not be used, in any manner, or means, to violate protected works of copyright holders. QXC reserve the right to terminate the service of copyright infringers.

Any complaint regarding alleged copyright infringement by someone should be sent to:

QXC, 102 NE 2nd Street, Suite 136, Boca Raton, Florida 33432.

To be effective, a notification of claim of copyright infringement must be provided in writing, and must include the following information:

- A physical, or electronic signature of the owner of or a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;

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- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit QXC to locate the material;
- Information reasonably sufficient to permit QXC to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner of or is authorized to act on behalf of an exclusive right that is allegedly infringed.

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