



Acceptable Use Policy

Review History

Name	Department	Role/Position	Date Approved	Signature

Approval History

Name	Department	Role/Position	Date Approved	Signature

Overview

This Acceptable Use Policy (AUP) is incorporated into your Everstream Solutions LLC (“Everstream”) Master Services Agreement (MSA).

Please read this AUP carefully before using any Everstream Services. Use of Everstream Services by you is expressly conditioned on your acceptance of this AUP. If you do not agree with any part of this AUP, you should not use the Services.

Everstream reserves the right to modify the AUP at any time. Continued use of the Services by you constitutes your acceptance of any revisions to the AUP. Please check this page regularly.

In accordance with the Services Agreement, violation of this AUP may result in suspension or termination of the Services.

Inquiries regarding this policy should be directed to abuse@everstream.net.

1. Lawful Use

Everstream Services may only be used for lawful purposes and consistent with all rights of other parties. Without limiting the foregoing, our Services shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any third person or entity, for the purpose of transmitting or storing of content or data which is obscene, libelous, defamatory or considered “Offensive Content” under this AUP.

Use of or access to other networks through Everstream must comply with the rules, regulations, terms, policies and/or conditions established by such other networks.

2. Abuse

You may not use Everstream’s network or Services to engage in, foster or promote illegal, unauthorized, abusive or irresponsible behavior, including, without limitation:

- Unauthorized access to or use of third-party data, 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;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Use of programs or methods which compromise the security of any system or device on the Everstream network or any external network, or attempt to bring about a denial of service or other negative impact of any form of service on our network or any external network;
- Interference with service to any user of the Everstream network or any external network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; or
- Any conduct that is likely to result in retaliation against the Everstream network or website, or Everstream’s employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial-of-service (DoS) attack.

3. System Security

Users are prohibited from violating or attempting to violate the security of Everstream Services, including, without limitation:

- Accessing data not intended for your use;
- Impersonating Everstream personnel;
- Attempting to probe, scan or test the vulnerability of the Everstream network or to breach security or authentication measures without proper authorization;
- Attempting to interfere with, disrupt or disable service to any user, system or network by any means;
- Taking action in order to obtain Services to which you are not entitled;
- Attempting any action designed to circumvent or alter any method of measuring or billing for Everstream Services.

Violations of system or network security may result in civil or criminal liability. Everstream will investigate alleged violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

4. Offensive Content

You may not publish, transmit or store on or via Everstream's network and equipment any content or links to any content that Everstream reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality or non-consensual sex acts;
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Contains a virus, Trojan horse, worm, time bomb or other component that may adversely affect any hardware or software, or that intercepts or expropriates any data or information;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade or service mark, patent, or other intellectual property right;
- Promotes illegal drugs, violates export control laws, or relates to illegal gambling or illegal arms trafficking;
- Constitutes illegal SPAM;
- Is malicious, fraudulent, or may result in retaliation against Everstream by offended viewers; or
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Everstream.

Content "published or transmitted" via Everstream's network or equipment includes any data, including audio and video, and any other type of posting or transmission that relies on the Internet.

5. Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of an Everstream system or network or to breach Everstream's security or authentication measures, whether by passive or intrusive techniques, without Everstream's express written consent.

6. Monitoring

You acknowledge and agree that your use of Everstream's Services, and your compliance with the Services Agreement, is subject to physical and electronic monitoring by Everstream. Monitoring also is conducted for purposes of identifying and resolving security breaches, as well as for general system administration.

You acknowledge and agree that Everstream has the right to disclose results from its monitoring activities:

- When it is legally required, such as in response to a subpoena or law enforcement investigation;
- To protect itself or its customers (as determined by Everstream in its sole discretion); and/or
- As otherwise required by law.

7. Changes to Service

The Everstream Services are expected to change from time to time as technology changes and systems are upgraded. Everstream reserves the right to change any Service offered or the features of any Service offered on its network without notice, including changes to access and use procedures and all system hardware and software.

8. Effect on Master Service Agreement (MSA)

No credit will be available under your Everstream Master Service Agreement (MSA), nor will Everstream incur any liability, for interruptions of service resulting from AUP violations by you.

9. Investigations

Everstream will cooperate with appropriate law enforcement, government agencies and other parties involved in investigating claims of illegal or inappropriate activity. Everstream reserves the right to disclose customer information to the extent authorized by federal or state law as well as transmissions made using our network in order to comply with a court order, subpoena, summons, warrant or official government request. In instances where working with law enforcement or government agencies will protect anyone from physical harm, or in instances of child pornography, Everstream will comply with all applicable federal and state laws.

10. Modifications to Policy

Everstream reserves the right to modify this policy at any time with or without notice. We will attempt to notify customers of any such modifications either in writing under the "Notices" section of the Everstream Master Services Agreement ("Agreement") or by posting a revised version of the policy on our website. Any such modifications will be effective immediately. Customers should regularly visit Everstream's website and review this policy to ensure that their activities conform to the most recent version.

11. How to Contact Us

To contact us with questions or comments regarding this Policy or regarding claimed violations of this Policy, please email abuse@everstream.net.