

Fusion Acceptable Use Policy

Revised July 26, 2016



1. ACCEPTANCE OF TERMS THROUGH USE

This website (the “Site”) provides you (the “Customer” or Customer’s end users) the ability to learn about Fusion and its products and services as well as the ability to access our network (the “Fusion Network”) and services (the “Services”). By using this Site, or any other site owned and operated by Fusion, you agree to the terms, conditions and notices of this policy.

This Acceptable Use Policy (“AUP”) is used in conjunction with the terms and conditions of your Fusion Customer Service Agreement (the “CSA”). Violating any of these policies grants Fusion the right to restrict or terminate your ability to use the Services. Fusion reserves the right, in its sole discretion, to update or revise this AUP, any other policy or statement on any Fusion website, and any products or programs described on any Fusion website. Please check back periodically to review any changes to this AUP.

2. LAWFUL USE

You agree to use this Site and the Services in accordance with the terms of this AUP and the CSA, and in accordance with all applicable federal, state and local laws, ordinances and regulations.

3. USER CONDUCT, PROHIBITED OR UNLAWFUL USE

Use of this Site or the Services for any purpose that is unlawful or which could in any manner damage, disable, overburden or impair the operation of this Site, the Fusion Network or the Services, or any other party’s use or enjoyment of this Site, the Fusion Network or the Services, is strictly prohibited.

Specifically, you may not:

- (i) Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems, networks or network traffic of this site, or attempt to probe, scan or test the vulnerability of any device, system or network of this site, any Services or those of any other party;
- (ii) Interfere with service to any user, host or network by any means including, without limitation, mail-bombing, flooding, attempting to overload the system or performing any other type of denial of service attack;
- (iii) Forge, change or modify any transmission control protocol (“TCP”), internet protocol (“IP”), user datagram protocol (“UDP”) or any other type of network packet header or any part of the header information in e-mails, newsgroup postings, social media traffic, web traffic or any other method of Internet communications;
- (iv) Falsify address information or otherwise modify e-mail headers to conceal the sender’s or the recipient’s identity; or
- (v) Use this Site or the Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider.

Additionally, you may not, upload, post or otherwise distribute or assist in the distribution of any content, including text, communications, software, images, sounds, data, or other information that, in Fusion’s sole discretion:

- (i) Is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, pornographic or inaccurate;
- (ii) Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason;
- (iii) Is posted in violation of a newsgroup charter;
- (iv) Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- (v) Has an adverse or harmful effect on Fusion or the Fusion Network;
- (vi) Infringes or misappropriates the intellectual property rights of others, copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities; or violates the privacy, publicity, or other personal rights of others. Customer acknowledges that Fusion shall remove or block access to customer content upon receipt of a notice of copyright infringement. Fusion shall also terminate the privileges of customers who commit repeat violations of copyright laws;
- (vii) Advertises, transmits, stores, posts, displays, or otherwise makes available child pornography. Fusion has a **no tolerance policy** for child pornography. Accounts reported to Fusion as potentially containing child pornography will be immediately disabled and/or terminated and reported to law enforcement;
- (viii) Advertises transmits, or otherwise makes available any software, program, product, or service that is designed to violate this AUP, including the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software. This can include failure to update software used on a subscriber's account or web site that is known to be vulnerable to malicious activity or exploitation. Fusion also expects its customers to use secure passwords to protect their accounts and associated email accounts. Use of passwords deemed by Fusion to be insecure is a violation of this AUP;
- (ix) Exports encryption software over the Internet or otherwise, to points outside the United States; or
- (x) Sends unsolicited bulk and/or commercial messages over the Internet (known as "Spamming"). You may also not maintain an open simple mail transfer protocol ("SMTP") relay.
- (xi) Customer is responsible for fraudulent voice traffic. The use of Internet bandwidth to carry voice traffic substantially increases the chances of fraud.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L 108-187), the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-1 52.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

Fusion reserves the right to take all legal and technical steps available to prevent Spamming through the Fusion Network, including the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to Fusion which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. Fusion will use commercially reasonable efforts to ensure that such testing will not adversely affect its Services provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Your participation in online communication or use of any Fusion Service is not edited, censored or otherwise controlled by Fusion. When Customers obtain information through the Internet, they must keep in mind that Fusion cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the Customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Fusion cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. The responsibility for avoiding the above harmful activities rests primarily with the Customer.

When Customers disseminate information through the Internet, they also must keep in mind that Fusion does not review, edit, censor, or take responsibility for any information its Customers may create. When Customers place information on the Internet, they risk liability for actions including but not limited to, copyright or trademark infringement, defamation, and other types of harmful, illegal, or tortious speech.

Though is it not obligated to do so, Fusion reserves the right to monitor content on this Site and any of the Services and to remove content, disable sites, implement screening software designed to block offending transmissions thereby denying access to the Internet, suspend or terminate Services, or take any other action it deems appropriate, if Fusion, in its sole discretion, determines such content or user practices are harmful, offensive or otherwise in violation of this AUP.

4. CALL RECORDING

Certain state and federal laws apply to Customer's use of Fusion's Call Recording feature. In some states, Customers are required to obtain consent from all parties to record a phone call. Customer is solely responsible for compliance with any and all federal, state, county, municipality, or any other jurisdiction laws, ordinances, statutes, orders, directives or rules governing or related to the use of a device for the purpose of recording any wire, oral, or electronic communications traversing and/or traveling over Fusion's Network and/or facilities. Customer understands and agrees that they are solely liable for compliance with such laws and regulations, and under no circumstances shall Fusion be responsible or held liable for such compliance. Customer agrees that Fusion has no responsibility or liability, wholly or in part, related to Customer's recording activities. Customer agrees to indemnify and holds Fusion harmless for and against any cause of action, fines, penalties and/or damages, direct or indirect, civil or criminal, involving Customer's recording and Customer's use of Fusion's Call Recording service, whether actual or potential, knowing, incidental, and/or accidental.

Customers of FusionWorks services have the option to store audio recording of calls either on customer-owned and operated storage infrastructure, or Fusion's storage facilities. If Customer elects to have Fusion store call recordings, these calls will be stored for 90 days after they have occurred. Prior to the end of the 90-day period, Customer may elect to archive selected or all calls on its own storage infrastructure. In addition, Fusion reserves the right to review a Customer's account if recording storage usage is beyond normal standards, detrimental to Fusion's Network or negatively impacting other Fusion customers' ability to use their FusionWorks recording service.

FusionWorks Call Recording Customers are granted use of dedicated and licensed software allowing them to, among other features, select service options and retrieve call recordings. Customer shall not: (i) transfer, assign or sublicense this software to any other person, organization or entity, including, without limitation, through rental, timesharing, subscription, (ii) use the software or associated features on hardware other than

Fusion hardware or recommended hardware (as recommended exclusively by Fusion), or for any unauthorized purpose; (iii) attempt to create any derivative version of the software; (iv) remove or modify any marking or notice on or displayed through the software or documentation, including those related to Fusion or its licensors' proprietary rights in and to the software, as applicable, (v) publish any results of benchmark tests run on the software or features; or (vi) decompile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.

5. INTERNATIONAL USE

Fusion makes no representation, warranty or guarantee that materials available on this Site or through any of the Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who access this Site or any site hosted by Fusion from other locations are responsible for compliance with any and all applicable laws.

6. INTELLECTUAL PROPERTY RIGHTS

Copyright: All Fusion web site design, text, graphics and the selection and arrangement thereof are the copyrighted work of Fusion © 2000-2015. All rights reserved. If any pages, information or content is copied it may only be copied for non-commercial uses and Fusion shall, in any event, retain all copyright and other proprietary interests therein.

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You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this Site or through any Service. Nothing on any Fusion website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to Fusion by virtue of it being displayed or made accessible on any Fusion website. You agree not to use this Site or any Services in any manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you may access, receive or make available through this Site or any of the Services.

If you use a domain name or content in connection with the Fusion web hosting, or any other web hosting service, you must not use that domain name or content in any way that violates any trademark, service mark, or similar rights of any third party.

7. USER'S GRANT OF LIMITED LICENSE

By posting or submitting content to any Fusion website, you grant Fusion the right to use, reproduce, display, adapt, modify, distribute and have distributed the content in any form, anywhere and for any purpose, subject to the Fusion Privacy Policy (located at www.fusionconnect.com/terms-conditions, which is incorporated in and made a

part of this AUP; and further warrant and represent that you own or otherwise control all of the rights to such content and that public posting and use of your content by Fusion will not infringe or violate the rights of Fusion or any third party.

8. INTERNET RELAY CHAT RULES

You must not use any programs that may or will interfere with another's use of this site or the Services. You must not run any internet relay chat ("IRC") robot on any IRC server which might interfere with the Services or otherwise violate this AUP. When logged into any IRC server, you must comply with the rules and policies established by that IRC's service administrator.

9. DIAL-UP USE RULES

When accessing the Services via dial-up, you must not use the Services to operate server programs, including but not limited to, mail, IRC, file transport protocol ("ftp") or Web servers. You must not use dial-up access on a standby or inactive basis in order to maintain a connection. The use of automated electronic or mechanical processes to maintain a constant connection, such as the use of an auto-dialer, persistent checking of e-mail or "pinging" the host, are prohibited.

10. CONTROLLING LAW AND JURISDICTION

This AUP is subject to, and shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to its choice of law principles, and any disputes hereunder shall be brought in the State of New Jersey.

11. NOTICES

The Fusion CSA and AUP prohibit acts of copyright and trademark infringement and other unlawful behavior by Fusion Customers. Fusion takes Customer violations seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate Services, or take other action as necessary. Fusion assumes no responsibility for costs incurred for defending or asserting a violation of the Fusion CSA or AUP.

General Complaints: Please send reports of any activity in violation of this AUP to abuse@fusionconnect.com. Fusion will reasonably investigate incidents involving such violations. Fusion may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.

Fusion disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, the service, the systems which provide it, and the Internet, including all warranties of merchantability, fitness for a particular use, or non-infringement of any third-party rights. Fusion does not assume any liability for the completeness,

accuracy or usefulness of any information disclosed to or materials accessed by Customer. In no event shall Fusion (or any persons or entities related thereto) be liable for any special, indirect, incidental, or consequential damages associated with or arising from use of the Service in any way, including any loss of use, data or profits, regardless of the form of action. Any failure by Fusion to enforce this AUP in every instance in which it might have application does not amount to a waiver of Fusion's rights.