

Acceptable Use Policy

You shall not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with Xtelarz IT Solutions LLC ability to provide high-quality Services to other customers, prevents or restricts other customers from using the Services, or damages any Xtelarz IT Solutions LLC's or other customers' property. If Xtelarz IT Solutions LLC finds that You are using the Services for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, Xtelarz IT Solutions LLC may at its sole discretion terminate Your Service and charge You any applicable fees for the Services used plus damages caused by Your improper use.

Prohibited uses include, but are not limited to:

- Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
- Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.
- Harvesting or otherwise collecting information about others, including email addresses, without their consent.
- Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- Creating a false Caller ID identity ("ID spoofing") or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.
- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.
- Utilizing the Services in excess of what, in Xtelarz IT Solutions LLC's sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.
- Using the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.
- Using the Applications or Services to store PHI on a non-temporary basis.
- (If You are a HIPAA-Covered Entity) using the Applications or Services to transmit, receive, or store PHI without activation of the Xtelarz IT Solutions LLC HIPAA Conduit setting.

You further understand and agree that:

- You shall be solely liable for any transmissions sent and data stored through the Services under Your Account, including the content of any transmission sent and data stored through the Services under Your Account.
- You will abide by all applicable Xtelarz IT Solutions LLC policies, procedures, and agreements related to the Services.
- You shall not attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.
- Any agreements for service verbal, in writing or pertaining to free equipment will auto renew annually.
- Your use of the Services is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, antidiscrimination, securities laws, and false advertising).

Signature

Printed Name:

Title:

Company Name:

Address:

City, State and Zip Code:

Email:

Telephone Number:

FCC:

RMD:

Date: