



## Acceptable Usage Policy (AUP)

This Acceptable Usage Policy (AUP) provides the terms and conditions pursuant to which You (defined below), for good and valuable consideration the receipt and sufficiency of which are acknowledged, are permitted to access and use certain services, computers, equipment, software, networks and information systems maintained by Prodigy Voice and Data, LLC Technologies (collectively, the “Prodigy Voice and Data, LLC Systems”).

“You” means you individually and the entity for whom you act as an authorized representative, employee or agent. Your use of the Prodigy Voice and Data, LLC Systems is also subject to Prodigy Voice and Data, LLC’s Terms of Service, available at [www.prodigyvd.net/polices](http://www.prodigyvd.net/polices), as they may be updated from time to time, and which terms are hereby incorporated by reference.

Prodigy Voice and Data, LLC may immediately terminate Your access to the Prodigy Voice and Data, LLC Systems if Prodigy Voice and Data, LLC in its sole judgment believes that (i) the Prodigy Voice and Data, LLC Systems are being used for a purpose not approved by Prodigy Voice and Data, LLC or in violation of any law, regulation or ruling, (ii) Prodigy Voice and Data, LLC’s or any third party’s rights are jeopardized or potentially exposed to liability or damage, or (iii) You are in breach of this AUP. Inquiries regarding this policy should be directed to [abuse@prodigyvd.net](mailto:abuse@prodigyvd.net)

### Abuse

You may not use the Prodigy Voice and Data, LLC Systems to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation:

- use of an Internet account or computer without the owner’s authorization;
- collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- collecting or using information without the consent of the owner of the information;
- use of any false, misleading, or deceptive TCP-IP (Transition Control Protocol-Internet Protocol) packet header information in an email or a newsgroup posting;
- use of the Prodigy Voice and Data, LLC Systems to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- use of the Prodigy Voice and Data, LLC Systems for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft’s “add/remove” tool); or
- any conduct that is likely to result in retaliation against the Prodigy Voice and Data, LLC network or website, or Prodigy Voice and Data, LLC’s employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).



### Impermissible Uses of System Resources

You may not use a Prodigy Voice and Data, LLC System shared environment (a “Shared System”) in a way that unnecessarily interferes with the normal operation of the Shared System, or that consumes a disproportionate share of the resources of the Shared System, as determined by Prodigy Voice and Data, LLC in its sole discretion. You agree that Prodigy Voice and Data, LLC may quarantine or delete any data stored on a Shared System if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the Prodigy Voice and Data, LLC Systems or other customers’ data that is stored on the same Shared System.

You may not use the Prodigy Voice and Data, LLC Systems in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support devices, Class III medical devices under the Federal Food, Drug and Cosmetic Act, or any other situation where failure or fault of the Prodigy Voice and Data, LLC Systems could lead to death or serious bodily injury of any person or environmental damage.

### Bulk or Commercial E-Mail

You must obtain Prodigy Voice and Data, LLC’s advance approval for any bulk or commercial e-mail, which will not be given unless You are able to demonstrate, at a minimum, that:

- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You retain evidence of the recipient’s consent in a form that may be promptly produced on request, and You honor the recipient’s and Prodigy Voice and Data, LLC’s requests to produce consent evidence within seventy-two (72) hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent — such as a link in the body of the email, or instructions to reply with the word “Remove” in the subject line;
- You honor revocations of consent within forty-eight (48) hours, and You notify recipients that the revocation of their consent will be implemented in forty-eight (48) hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, You must register that address at abuse.net, and You must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You must not obscure the source of Your e-mail in any manner. Your e-mail must include the recipient’s e-mail address in the body of the message or in the “TO” line of the e-mail;
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.



These policies apply to messages sent using the Prodigy Voice and Data, LLC Systems, or to messages sent from any network by You or any person on Your behalf that directly or indirectly refer the recipient to a site hosted via the Prodigy Voice and Data, LLC Systems. In addition, You may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by You.

Prodigy Voice and Data, LLC may test and otherwise monitor Your compliance with its requirements, including requesting opt in information from a random sample of Your list at any time. In addition, Prodigy Voice and Data, LLC may block the transmission of email that violates these provisions.

#### Security; Vulnerability Testing

You must use reasonable security precautions in Your use of the Prodigy Voice and Data, LLC Systems, including encrypting any personally identifiable information (PII), Protected Health Information ("PHI" – as defined by the US Department of Health & Human Services), and Cardholder Data (as defined by the Payment Card Industry Data Security Standard) transmitted via, or stored on, the Prodigy Voice and Data, LLC Systems. You must immediately notify Prodigy Voice and Data, LLC of any unauthorized use of Your account or any other breach of security involving the Prodigy Voice and Data, LLC Systems and cooperate in the investigation thereof.

You may not attempt to probe, scan, penetrate or test the vulnerability of the Prodigy Voice and Data, LLC Systems or to breach Prodigy Voice and Data, LLC's security or authentication measures, whether by passive or intrusive techniques, without Prodigy Voice and Data, LLC's express written consent.

#### Offensive Content

You may not publish, transmit or store on or via the Prodigy Voice and Data, LLC Systems any content or links to any content that Prodigy Voice and Data, LLC 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;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- 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 property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;



- is otherwise illegal or solicits conduct that is illegal under laws applicable to You or to Prodigy Voice and Data, LLC; or
- is otherwise malicious, fraudulent or may result in retaliation against Prodigy Voice and Data, LLC by offended viewers.

### Responsibility for Content

Prodigy Voice and Data, LLC is not responsible for any material created, stored, distributed or accessible on or through the Prodigy Voice and Data, LLC Systems. Prodigy Voice and Data, LLC is not obligated to monitor or exercise any editorial control over any such material, but reserves the right to do so. Prodigy Voice and Data, LLC may cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing Your identity.

### Copyrighted Material

Prodigy Voice and Data, LLC does not permit copyright infringing activities and infringement of intellectual property rights on the Prodigy Voice and Data, LLC Systems and will remove any such content if properly notified that such content infringes on another's intellectual property rights. You may not use the Prodigy Voice and Data, LLC Systems to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- You are otherwise permitted by established copyright law to copy the work in that manner.

It is Prodigy Voice and Data, LLC's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

If You are a copyright owner or an agent thereof and believe that any content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- description of the copyrighted work that You claim has been infringed;
- description of the material that You claim is infringing and where it is located on the Prodigy Voice and Data, LLC Systems;
- identification of the URL or other specific location on the Prodigy Voice and Data, LLC Systems where the material that You claim is infringing is located;
- Your address, telephone number, and email address;
- statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;



- statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [abuse@prodigyvd.net](mailto:abuse@prodigyvd.net) or by mail at:

Prodigy Voice and Data, LLC  
27 1<sup>st</sup> Ave NE Suite 102  
Hickory NC 28601

Upon receipt of such notice, Prodigy Voice and Data, LLC will investigate and remove material if necessary. You will be notified of the results of such investigation.

#### Other

- You must have valid and current information on file with Your domain name registrar for any domain hosted on the Prodigy Voice and Data, LLC Systems.
- You may use only IP addresses assigned to You by Prodigy Voice and Data, LLC in connection with Your use of the Prodigy Voice and Data, LLC Systems.
- You agree that if the Prodigy Voice and Data, LLC IP numbers assigned to Your account are listed on an abuse database like Spamhaus, You will be in violation of this AUP, and Prodigy Voice and Data, LLC may take reasonable action to protect its IP numbers, including suspension and/or termination of Your service, regardless of whether the IP numbers were listed as a result of Your actions;
- You agree that, if You register a Domain Name Service (DNS) record or zone on Prodigy Voice and Data, LLC managed or Prodigy Voice and Data, LLC operated DNS servers or services for a domain of which You are not the registrant or administrative contact according to the registrar's WHOIS system, upon request from the registrant or administrative contact according to the registrar's WHOIS system, Prodigy Voice and Data, LLC may modify, transfer, or delete such records or zones.

#### Written Document

You may preserve this AUP in written form by printing it for Your records, and You waive any other requirement that this AUP be evidenced by a written document.

#### Modification

Prodigy Voice and Data, LLC reserves the right to modify the terms and conditions of this AUP or provide additional requirements in its sole discretion at any time by posting a revised version hereof or by otherwise making such revised terms available to You for review. Any such modifications will supersede all prior versions after the revised version has been posted or otherwise made available as described above and shall be effective upon Your continued use of the Prodigy Voice and Data, LLC Systems, which continued use constitutes Your agreement to the revision.