

## **Acceptable Use Policy** **Last Edited 1-22-2020**

46 Labs has formulated this Acceptable Use Policy in order to encourage the responsible use of 46 Labs' Services and 46 Labs Network and Services by our customers and other users of the 46 Labs Network and Services and to enable us to provide Users with secure, reliable and productive services. By using the 46 Labs Network and Services, Users consent to be bound by the terms of this AUP.

### **1. Definitions.**

- 1.1. "46 Labs Network and Services" shall mean and refer to collectively 46 Labs' websites, networks and the associated underlying carriers' networks, systems, services, websites and products.
- 1.2. "46 Labs Service Terms" shall mean and refer only to the service terms, documents and agreements created and made available by 46 Labs to the Users at [www.46labs.com/service-terms/](http://www.46labs.com/service-terms/) and shall not refer to any third party terms, documents or agreements.
- 1.3. "AUP" shall mean and refer to this Acceptable Use Policy and the acceptable use policies of the associated underlying carrier networks, systems, services, website and products, which are incorporated herein.
- 1.4. "Spam" shall mean unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints from the receiver.
- 1.5. "User" shall mean 46 Labs' customers and other users of 46 Labs Network and Services.

2. **Suspension; Termination.** Any User which 46 Labs determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if 46 Labs deems it necessary, immediate suspension or termination of such User's service without notice. 46 Labs may take such further action as 46 Labs determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and 46 Labs shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from 46 Labs' exercise of its rights under this AUP.
3. **Prohibited Conduct.** The 46 Labs Network and Services must be used in a manner that is consistent with the intended purpose of the 46 Labs Network and Services and may be used only for lawful purposes. Users shall not use the 46 Labs Network and Services: (a) in order to transmit, distribute or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) in a manner that may adversely affect the 46 Labs Network and Services or other 46 Labs customers; or (c) that may expose 46 Labs to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP.
4. **Inappropriate Content.** Users shall not use the 46 Labs Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by 46 Labs, or material that is obscene (including pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

5. **Intellectual Property.** Material accessible through the 46 Labs Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyright and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the 46 Labs Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. A User may not use a domain name in connection with any of the 46 Labs Network and Services in violation of the trademark, service mark, or other rights 46 Labs, 46 Labs Network and Services , or any third party.
6. **Harmful Content.** Users shall not use the 46 Labs Network and Services to transmit, distribute or store material that may be harmful to or interfere with the 46 Labs Network and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes malware intentionally designed to cause damage to a computer, server, client, or computer network.
7. **Fraudulent/Misleading Content.** Users shall not use the 46 Labs Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
8. **Email and Unsolicited Messages.** Users shall not use the 46 Labs Network and Services to transmit Spam,. Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the 46 Labs Network and Services. In addition, Users shall not use the 46 Labs Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that they does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.
9. **Third Party Rules; Usenet.** Users may have access through the 46 Labs Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.
10. **Inappropriate Actions.** Users shall not use the 46 Labs Network and Services to conduct activities that may be harmful to or interfere with the 46 Labs Network and Services or any third party's networks, systems, services, or websites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the 46 Labs Network and Services or the computers, accounts, or networks of a third party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity on another network. Inappropriate activity may result in civil or criminal liability. 46 Labs will investigate such activity and may, at its discretion, involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

11. **Responsibility for Other Content.** Except for the 46 Labs Service Terms, 46 Labs takes no responsibility for any material created or accessible on or through the 46 Labs Network and Services. 46 Labs is not obligated to monitor or exercise any editorial control over such material but reserves the right to do so. In the event that 46 Labs becomes aware that any such material may violate this AUP or expose 46 Labs to civil or criminal liability, 46 Labs reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. 46 Labs further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that 46 Labs deems responsible for the wrongdoing
  
12. **Modification and Update.** 46 Labs reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted to the 46 Labs service terms on the 46 Labs website. Any use of the 46 Labs Network and Services after such modification shall constitute acceptance of such modification.
  
13. **Violation.** Violations of this AUP may be reported to [legal@46labs.com](mailto:legal@46labs.com).