

**ClearSKY Systems, Inc.**  
**Acceptable Use Policy**  
(Revised November, 2016)

**Introduction**

Welcome to ClearSKY System's (hereinafter referred to as ClearSKY) policy on the Acceptable Use of Our Service. This is intended to protect the service and ClearSKY's customers from illegal activities.

**Illegal Activity**

ClearSKY reserves the right to deny service to any individual, or to immediately terminate service if their use of the service violates any local, state, and federal or international law, order, or regulation. Each customer of ClearSKY is solely responsible for ensuring that the use of all services provided complies with this policy. You may not store material of any type or in any format on, or disseminate such material over ClearSKY's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the U.S. copyright laws.

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of ClearSKY to terminate the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers.

You are solely responsible for any information that you publish on the web or other Internet services. For this reason you must ensure that the recipient of the content is appropriate.

**Electronic Mail**

ClearSKY's mail server may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The service may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this policy or the Acceptable Use Policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the service. Forging, altering, or removing electronic mail headers is prohibited. You may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited whether or not the recipient wishes to receive such mailings.

ClearSKY is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender or deleted.

**Violation of Policy**

ClearSKY does not actively monitor activity of accounts for violation of our policy. However, if we find that any individual is breaching this policy, we will respond appropriately. Although we have no obligation to monitor the service; we reserve the right to monitor the service, as needed, to identify violations and to protect our network. If we find you in breach of this policy, we reserve the right to cooperate with legal authorities and third parties in the investigation so that we can resolve any legal issue brought before ClearSKY.

You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the service and shall not impersonate any person or use a false name while using the service. You agree to obtain all required permissions if you use the service to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws.

**Modifications**

ClearSKY may modify these terms and conditions at any times. Customer's continued use of the service, after said change, shall constitute as the customer's acceptance of the modification of this Agreement.