

**ClearSKY Systems, Inc.**  
**Acceptable Use Policy**  
(Revised March, 2019)

Questions or concerns regarding our Acceptable Use Policy and complaints regarding any violations of our policy by ClearSKY users can be directed to [tech@csky.net](mailto:tech@csky.net).

## **Introduction**

Welcome to ClearSKY System's (hereinafter referred to as ClearSKY) policy on the Acceptable Use of ClearSKY's services (the "Service"). ClearSKY's Acceptable Use Policy (the "Policy") for ClearSKY's services are intended to help protect ClearSKY, ClearSKY's customers, and the Internet community in general from irresponsible or illegal activities. Use of ClearSKY's Internet service is subject to the following guidelines. Each customer of ClearSKY is solely responsible for ensuring that the use of all services provided complies with the Policy. Any user who disagrees to be bound by these terms should cease all use of ClearSKY's services and notify ClearSKY's technical support team, so the user's account may be promptly closed.

## **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, federal, or international law, including any orders or regulations. Each customer of ClearSKY's network is solely responsible for ensuring that the use of all services provided complies with the Policy. Prohibited activities include, but are not limited to:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by ClearSKY customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any ClearSKY-hosted domain, or referencing any ClearSKY account, is prohibited.
3. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.

4. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking").
5. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
6. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any ClearSKY customers or end-users by any means or device.
7. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the ClearSKY network or on another provider's network.
8. Using ClearSKY's Services to interfere with the use of the ClearSKY network by other customers or authorized users.

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 Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through ClearSKY's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on ClearSKY's servers, is prohibited. ClearSKY accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

ClearSKY's 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 similar messages, nor may you send 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 the recipient wishes to receive such mailings or not.

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.

## **Digital Millennium Copyright Act (DMCA)**

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

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA) and in accordance with Title 17, Section 512(c)(2) (as amended) of the United States Code, notifications of a claimed copyright infringement may be sent (a) by e-mail to [tech@csky.net](mailto:tech@csky.net); (b) by regular mail to 7095 W Waupecan Rd, Verona, IL, 60479; or (c) to the Registered Agent designated by ClearSKY.

## **Violations of Acceptable Use Policy**

Although ClearSKY has no obligation to monitor the service; we reserve the right to monitor or restrict any use of the Service that ClearSKY believes violates this AUP, any part of the applicable Terms, or applicable law. The customer is responsible for all content that they transmit or receive utilizing the Service and are responsible for abuse of their account by others. ClearSKY does not actively monitor the activity of accounts for violation of our policy. However, if we find that any individual is breaching this policy, we will take any responsive actions that ClearSKY deems appropriate. Such actions include, but are not limited to,

restricting access to ClearSKY's network, immediate removal of offending material, temporary or permanent filtering, blocking access, and suspension or termination of service. In addition to any other legal or technical action deemed appropriate by ClearSKY to the violation. We reserve the right to take any such action without notice at any time, as determined by ClearSKY. In the event of termination, all applicable termination charges will apply. ClearSKY claims no liability for any such responsive actions. ClearSKY reserves the right to investigate suspected violations of this policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on ClearSKY servers and network. During an investigation, ClearSKY reserves the right to suspend the account or accounts involved and/or remove material, which potentially violates the Policy. You hereby authorize ClearSKY to cooperate with law enforcement authorities and third parties in an investigation of suspected criminal violations to promptly enforce this policy. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this AUP. The user will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to the user's violation of this AUP, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorney's fees, or other costs or damages incurred by 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.

The failure of ClearSKY to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. Federal and Illinois State law shall exclusively govern this policy.

YOU should read this AUP in conjunction with the Terms for any applicable Service and our other Policies which are set forth on our website at <https://csky.net/>.

### **Modifications**

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