



Acceptable Use Policy

Acceptable Use Policy of Headland Communications and all related services owned, operated or controlled by Headland Communications. ("HCVOIP")

Acceptance of Terms Through Use

This site provides you the ability to learn about Headland Communications and its products and services as well as the ability to access our network and services ("HCVOIP Services"). By using this site, and any other site or services owned, operated, and/or provided by HCVOIP, you signify your agreement to the terms, conditions and notices of this policy. "You" when used in this statement shall mean the Headland Communications Customer of record and Headland Communications Customer end users.

This Acceptable Use Policy is used in conjunction with the terms of your service agreement. Violating any of these policies grants HCVOIP the authority to take action to restrict or terminate your access to HCVOIP Services. We reserve the right, at our discretion, to update or revise this policy, any other policy or statement on any HCVOIP website, and any product offerings or programs described on any HCVOIP website. Please check back periodically to review any changes to this policy.

HCVOIP disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, this service, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use, or non-infringement of any third-party rights. HCVOIP does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event shall HCVOIP (or any persons or entities related thereto) be liable for any special, indirect, or consequential damages associated with or arising from use of this service in any way, including any loss of use, data or profits, regardless of the form of action. Any failure by HCVOIP to enforce this policy in every instance in which it might have application does not amount to a waiver of HCVOIP's rights.

Lawful Use

You must use this site and the HCVOIP Services in accordance with the terms of this policy and your HCVOIP Master Service Agreement, and in accordance with all federal, state and local laws, ordinances, and regulations.

User Conduct, Prohibited or Unlawful Use

In order to maintain an informative and valuable service that meets the needs of the users of this site and HCVOIP Services, the following rules have been established to protect against abuse.

Use of this site or HCVOIP Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the HCVOIP Network or HCVOIP Services or any other party's use or enjoyment of this site, the HCVOIP Network or HCVOIP Services, is strictly prohibited.

Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any HCVOIP Services or those of any other party
- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity
- Use this site or HCVOIP Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Additionally, you may not, by use of any HCVOIP Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in HCVOIP's discretion:

- Infringes the intellectual property rights of any entity or individual
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
- Is posted in violation of a newsgroup charter
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Has a negative effect on HCVOIP or its network (including, without limitation, overloading servers on the HCVOIP Network; causing portions of the HCVOIP Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of HCVOIP, impose an unreasonable administrative burden on the company; etc).
- Constitutes unsolicited duplicative e-mail (commercial or otherwise)
 - This prohibition extends to the sending of unsolicited and/or mass e-mailings from any HCVOIP account, or via another service which in any way (i) implicates the use of this site or HCVOIP Services, HCVOIP equipment or any HCVOIP e-mail address; (ii) that is relayed from any HCVOIP or third party's mail servers

without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the HCVOIP Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing may be deemed to be counterfeit.

- A communication may be unsolicited if: (1) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from sender, or (3) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.
- Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; and (iii) provide recipients with an effective means of removing their email from lists.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

HCVOIP reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the HCVOIP Network. HCVOIP reserves the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to HCVOIP which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. HCVOIP will use commercial reasonable efforts to ensure that such testing will not adversely affect Service provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Your participation in online communication or use of any HCVOIP service is not edited, censored or otherwise controlled by HCVOIP. However, HCVOIP reserves the right to monitor content on this site and any HCVOIP Services and to remove content, disable sites, or suspend or terminate services if HCVOIP, in its discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of this Acceptable Use Policy.

International Use

HCVOIP makes no representation that materials available on this site or any or through any HCVOIP service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who access this site or any site hosted by HCVOIP from other locations are responsible for compliance with local law.

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