



Acceptable Use Policy

This Acceptable Use Policy document (the "Policy"), including the following list of Prohibited Activities, is an integral part of your Master Service Agreement with CityLink Telecommunications NM, LLC ("CityLink"). If you engage in any of the activities prohibited by this AUP document, CityLink Telecommunications NM, LLC may suspend or terminate your account and you may be responsible for charges or costs associated with violation.

This Policy is designed to help protect CityLink, its customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by CityLink. CityLink reserves the right to modify the Policy at any time, effective upon posting at <http://www.citylinkfiber.com/fine-print/fiber/commercial/>

Prohibited Uses of CityLink Systems and Services:

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. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through CityLink's network and/or servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on CityLink's servers, is prohibited. CityLink 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.
3. 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 CityLink 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 any CityLink hosted domain, or referencing any CityLink account, is prohibited.
4. 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 pingging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking or hacking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any CityLink customers or end-users by any means or device.
9. 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 CityLink network or on another provider's network.
10. Using CityLink's Services to interfere with the use of the CityLink network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each CityLink customer is responsible for the activities of its users and, by accepting service from CityLink, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of a CityLink customer will be forwarded to the CityLink customer's postmaster for action. If violations of the CityLink this Policy occur, CityLink reserves the right to terminate services with or take action to stop the offending customer from violating CityLink's AUP as CityLink deems appropriate, without notice or liability to CityLink.