



Acceptable Use Policy

Last Updated 03/02/2017

Thank you for your business. ProKM Networks, LLC. is in the business of facilitating communication between computer networks. Our goal is to allow our users complete access to everything the Internet has to offer, and to help them build their businesses. This Acceptable Use Policy (AUP) facilitates this goal by governing your use of our network. Because of the evolving nature of the Internet, our business, and the various ways in which our network may be abused, abusive activities not set out in this AUP may still be prohibited. For the same reason, we reserve the right to update this AUP from time-to-time. The most recent version will always be posted here. This AUP is part of our customer.s contract with us, and governs third party's use of our network and resources. If you are a customer, you've agreed to abide by this AUP when you checked "I agree" to our Terms of Service. If you are not our direct customer, you agree to abide by this AUP by using services provided by or through us.

This AUP covers products provided by, or through, us.

You are bound by policies from other entities who provide products through us to you. These policies are "passed through" to you by this AUP. You are strongly encouraged to review these policies prior to agreeing to be bound by this AUP. We will provide you with information about these policies on request.

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1. Accepted Uses

You may use our network for lawful purposes only. Your use must also correspond with accepted Internet usage, not endanger our network or our corporate business goals. What is

acceptable is determined solely by us. We do not review, edit, censor, or take responsibility for any information transmitted using our network. Because of this, we cannot accept any responsibility from customers or third parties that results from inaccurate, unsuitable, offensive, or illegal content or transactions.

Unsolicited commercial e-mail, or SPAM, is prohibited.

Our network is not designed to be used for mailing lists with over 500 recipients. You may not send e-mail to more than 500 recipients. Even if you send e-mail to fewer than 500 recipients, we will consider your mail to be unsolicited, or SPAM, if it results in a number of complaints to us, disrupts our network, or subjects us to unfavorable action by other Internet providers. Please review the “CAN-SPAM Act” and ensure that any commercial e-mail you send complies with this Act. E-mail that is “CAN-SPAM compliant” may still otherwise be prohibited by our AUP.

If you believe one of our customers is engaged in spamming, please send an e-mail containing all headers, and your contact information, to: support@thundercloudtechnology.com

Intellectual property rights are respected.

You are required to comply with U.S. laws governing copyrights, trademarks, patents and other laws governing intellectual property. Please send complaints about abuse of intellectual property rights, other than copyright, to the address in paragraph 7.

Certain content is prohibited.

You are responsible for any content transmitted, or accessed, using our network. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation is prohibited. You may not use our network to directly facilitate the violation of any particular law, regulation or this AUP. The activities listed below are meant to provide you with examples of activities that are strictly prohibited by this AUP. Use of our network to engage in the following activities is strictly prohibited:

- defamation, harassment, obscenity, or threatening activity
- selling, or otherwise disseminating, pornography or other erotic material, regardless of its literary merit
- gambling or chain letters, regardless of content, and regardless of your citizenship
- advertising, advocating or operating HYIP, Ponzi or Pyramid schemes
- posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate)
- impersonating another user or otherwise falsifying one's user name in e-mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service

- network unfriendly activity: attempts to interfere with our network or network connections or which adversely affect the ability of other people or systems to use our network or the Internet
- creating, posting or sending Warez, Roms, CD-Keys, cracks, passwords, serial numbers, Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks
- posting links to prohibited items, facilitating a violation of this AUP, or instructing others in illegal or prohibited activities
- setting up or using (via the Service) proxies of any kind

If you believe that our customer is using our network in violation of this paragraph, please contact us using the contact information set out in paragraph 7 below.

We are each responsible for ensuring the stability of our network.

Our network is designed to meet the anticipated needs of our customers, users, and our needs. If we determine that your use of our network impairs the stability of our network, we may suspend your use of the network, or terminate our agreement with you. Examples of activity that jeopardize the stability of our network include, but are not limited to: using excess bandwidth, overutilization of our servers, and excessive e-mail usage

We may monitor your use of our network, including communications.

We have the duty and obligation to comply with U.S. law. In certain cases that means that your use of our network will be monitored. This monitoring may include monitoring your e-mail, or other methods of communication, including voice communication. You may not be notified that we are monitoring your use of the network. You agree that we are not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that you have no expectation of privacy.

From time-to-time we may monitor your use of the network for statistical purposes and to improve the use of our network. Any such monitoring will be done in accordance with our Privacy Policy, and our Terms of Service. A copy of our Privacy Policy may be found here: <https://www.thundercloudtechnology.com/privacy/>. A copy of our Terms of Service may be found here: <https://www.thundercloudtechnology.com/tos/>.

Certain uses of our network may be restricted by U.S. export laws. U.S. export laws apply to your use of our network even if you do not reside in the United States. These laws restrict the use of our services in certain cases, including a restriction on selling products that may be legal to sell in the U.S., but illegal to export. In addition, U.S. export laws may restrict with whom you may do business. We encourage you to learn more about U.S. export laws to ensure that your use of our network complies with these laws. More information about U.S. export laws may be found at: <http://www.export.gov/>.

2. IP Addresses

The IP addresses we assign to you are the only ones you may use on our network. Your use of the network may be suspended if we determine that you are using other IP addresses. IP addresses are part of your use of the network, and are owned by us and simply assigned to you while you are a customer. We may change these addresses if necessary. IP addresses may not be assigned or transferred, and will be recycled by us if you terminate your use of our network.

3. Use of software

We may provide software for you to use while you are a customer. Generally speaking, this software is sublicensed to you, and may not be further sublicensed or used for purposes other than those expressly permitted in this AUP, and in the documentation provided with the software. You will be given, or given access to, a software license. This license may further restrict your use of the software. We do not provide support for software whether you license it through us, or have licensed it independently.

4. Privacy

Our privacy policy may be found here: <https://www.thundercloudtechnology.com/privacy/>. Entities who provide products to us may have privacy policies that differ from ours. We will be happy to provide you with the names of those businesses who provide products through us to you, and links to their privacy policies, on your request.

5. Cooperation In Enforcing U.S. Laws

We may disclose information, including information that you may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request or to protect our business, or others, from harm. We assume no obligation to inform you that we have provided this type of information unless we have affirmatively agreed to do so. In some cases we may be prohibited by law from giving such notice.

Cooperation with civil litigants is at our discretion. Responding to requests for production of documents, and other matters requiring more than mere ministerial activities on our part, will incur a fee of \$200 per hour. We do not honor requests from civil litigants that such expenses be pre-approved, and may require a deposit to secure payment. Any information sent to us will not be deemed to be confidential, and may be shared by us with any other individual or entity, regardless of whether you mark it confidential.

6. Credits

If we suspend or terminate your use of our network because you have violated this AUP, or any of the agreements, policies or regulations incorporated into it, we will not provide you with a credit. Our Service Level Agreement does not apply to disruptions to your use of the network because of such a violation. You agree to hold us harmless from any claims that such a disruption has caused damage to you or a third party, regardless of whether you informed us of the possibility of such damage.

7. Contacting us

We encourage you to contact us if you believe that someone has violated this AUP. To facilitate this contact, and ensure that important matters are responded to and addressed, we have designated specific channels for communicating with us. Individuals who contact us about this AUP, the behavior of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests. We do not respond to anonymous correspondence, and will refer individuals who deliberately attempt to mislead us regarding their identity, or the basis for their complaints, to appropriate law enforcement officials. Nothing you send or communicate to us is confidential regardless of whether you claim that it is.

Please send all e-mail correspondence to: support@thundercloudtechnology.com

Mailing Address:

ProKM Networks, LLC
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