

Date Last Modified: July 17,2017

## **ALLO Internet Acceptable Use Policy**

By accessing the Internet through any facility owned or operated by ALLO Communications LLC, or any of its affiliates (“ALLO”), a Subscriber, on or behalf of itself or any of its Users (as those terms are defined below), agrees to the terms of this Acceptable Use Policy agreement (the “Agreement” or “AUP”). ALLO may revise this AUP from time to time by posting a new version on the website at [www.allophone.com](http://www.allophone.com).

### **1. DEFINITIONS**

“Service” means access to the Internet (depending on the rate plan selected by the Subscriber), web hosting services offered through facilities owned or operated by ALLO, and any other data services offered by ALLO. “Subscriber” means the individual, corporation, or legal entity that incurs usage charges for the Service and utilizes the Service for its own internal use. “User” means an individual within Subscriber’s corporation or other legal entity who uses the Service and whose usage charges are incurred by Subscriber.

### **2. ACCEPTABLE USE OF INTERNET SERVICES**

The Service may be used for browsing, sending, receiving and reading electronic mail, transferring files via the file transfer protocol or similar Internet protocol. At all times Subscriber shall be responsible for any use of the Service by its Users.

### **3. PROHIBITED ACTIVITIES**

In connection with the use of the Service, Subscriber shall comply, and shall require its Users to comply, with the terms and conditions of this Agreement and with all applicable laws and regulations, including, without limitation, the Digital Millennium Copyright Act.

**a.** Without limiting the generality of the foregoing, Subscriber and its Users shall not use the Service in a manner that interferes with or threatens to jeopardize ALLO’s network or the use of the Service by any of ALLO’s customers, and Subscriber shall not use the Service:

**i.** to make foul or profane expressions, or to impersonate another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person;

**ii.** to create or distribute chain letters or other types of Ponzi or pyramid schemes of any type;

**iii.** to send unsolicited mail messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of Subscriber or with whom Subscriber does not have an

existing business relationship (spam); or distributing, advertising, web hosting or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;

**iv.** to transmit or upload material, information, messages, data or images that are libelous or defamatory, or that violate any privacy right, threaten physical harm or property damage, or that violate state, local or federal laws, including but not limited to, laws governing obscenity, pornography, intellectual property, or the transmission of copyrighted material or trade secrets unless possessing the appropriate and necessary rights to do so;

**v.** to cause or attempt to cause security breaches or disruptions of Internet communication or service. (Examples of security breaches include, but are not limited to, accessing data of which Subscriber is not an intended recipient, or logging in to a server or account that Subscriber is not expressly authorized to access. Examples of disruptions include, but are not limited to, port scans, ping floods, denial of service attacks, packet spoofing, and forged routing information);

**vi.** to conduct or solicit the performance of any illegal activity or to conduct any other activity that infringes the rights of ALLO or any other party;

**vii.** to accomplish any unlawful purpose including, but not limited to, posting, sending, storing or transmitting information which a reasonable person would deem unlawful;

**viii.** to collect large numbers of identifiers of others without their consent (spidering or harvesting) or use of software to conduct such activity (spyware);

**ix.** to violate the rules of any network, server, web site, or system that you access;

**x.** to access others computers, servers or data without others permission;

**xi.** to use or run public servers;

**xii.** to interfere with others use of Service including transmitting worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others ability to use the network;

**xiii.** to resell or make the service available to others outside of the residential or business premise; or

**xiv.** to access and use the Service with anything other than dynamic Internet Protocol address that adheres to dynamic host configuration protocol. Use of static IP addresses or any protocol other than DHCP is prohibited unless you have a plan that allows you to use them.

**b.** Subscriber and its Users shall not cause harm to the equipment, software, or processes used in connection with furnishing the Service, whether owned or operated by ALLO or other entities.

**c.** Upon any notice of alleged copyright infringement by a Subscriber, ALLO shall have the right to immediately remove the allegedly infringing content or temporarily disable the Subscriber's webpage. ALLO will notify Subscriber if such action is taken. Reinstatement may occur upon receipt by ALLO of a counter notice delivered in accordance with the copyright infringement provisions of the Digital Millennium Copyright Act. Repeat infringers' accounts will be terminated with no reinstatement.

**d.** Subscriber purchases this service for residential or business class use. Data consumption that is not characteristic of a typical user as determined by ALLO in its sole discretion may result in bandwidth limitation, customer purchasing dedicated bandwidth or service termination.

#### **4. CONTENT**

ALLO exercises no control over the content of the information passing through ALLO's network and accessed through the Service. ALLO has no duty to monitor, review, remove, or edit any material passing through or residing on its network or servers, although ALLO reserves the right to do so. Some sites contain information that Subscriber or its Users may consider obscene or harmful. ALLO shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. Subscriber is responsible for its own monitoring and viewing habits, and for those of its Users, including minors. ALLO makes no warranties of any kind, whether express or implied, about the content of the information passing through its network or accessed by the Subscriber or its Users through the Service. Use of any information obtained through the Service is at the sole risk of Subscriber and its Users. ALLO specifically disclaims any responsibility for the accuracy or quality of information obtained through the Service.

#### **5. EQUIPMENT**

Subscriber shall be responsible for the proper installation, operation, and maintenance of any equipment not supplied by ALLO that is used by Subscriber or its Users in connection with the Service and Subscriber shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable laws and regulations.

#### **6. VIOLATIONS OF THIS POLICY**

If ALLO receives notice from a third party, or if ALLO reasonably believes that a Subscriber or any of its Users has violated any of the terms of this Agreement (including, without limitation, for failure to pay for the Service when due), then ALLO shall have the right, in its sole discretion, without prior notification to Subscriber or its

Users, without limiting any other rights or remedies ALLO might have, and without incurring any obligation or liability to Subscriber or its Users, to temporarily discontinue furnishing Service to Subscriber or its Users, in whole or in part, or to terminate service to Subscriber. ALLO may charge a reconnect fee for any discontinued Service that is subsequently reconnected.

## **7. CHANGES TO THE ACCEPTABLE USE POLICY**

ALLO may change this Acceptable Use Policy at anytime. Subscribers may review the most current version by clicking “Legal” located at the bottom of our site. Subscribers are responsible for checking these terms periodically for changes. Continuing to use ALLO services following changes to the Acceptable Use Policy signifies acceptance of the new terms.

## **8. SECURITY DEPOSIT**

A security deposit is required prior to installation of ALLO service. The customer may waive the deposit by submitting one of three waive options: 1) Provide a bill copy from previous provider showing the last statement was paid in full; 2) Authorize for automatic monthly payments; or 3) Transfer an existing landline phone number to ALLO service. If a customer chooses not to submit one of the listed waive options, they must pay \$150 prior to installation. If a waive option is not submitted and the \$150 payment is not received prior to installation, the customer will incur a \$150 security deposit charge on their first ALLO statement. This charge is credited back to the customer account after one year of service or after equipment has been returned following a service disconnect

## **9. ALLO Refer-a-Friend Program Terms and Conditions**

A “current ALLO customer” is a customer who currently has an account with ALLO. Current ALLO customers who initiate a referral are defined as “Referrers”. Non-customers who activate an ALLO account upon a referral are defined as “Referees”.

These Terms and Conditions (“Program Terms”) apply to ALLO’s Refer-a-Friend Program (“Program”). These Program Terms are a legally binding agreement by and between you, the Referrer, and ALLO Communications, LLC (“ALLO”, “us”, or “we”). By referring a friend, or otherwise participating in this Program, you understand and agree to be bound by the Program Terms, as well as ALLO’s Privacy Policy found [here](#). ALLO, in its sole discretion, reserves the right to disqualify any customers at any time from participation in the Program, for reasons including but not limited to, ineligibility, or if we find that you have violated any of the Program Terms or Rules or violated any law.

### **A. Changes to the Program**

**ALLO may, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice.** These Program Terms may be modified and updated at any time, with changes becoming binding once posted

on [www.allocommunications.com](http://www.allocommunications.com). Your continued participation in this Program after such modification or update shall be deemed as your acceptance of any such Program Terms. If you do not agree to any modification or update of these Program Terms, you must immediately stop participating in the Program.

## **B. Program Participation and Eligibility**

This Program and participation in this Program is void where prohibited by law or regulation. For Referrer to receive the Program credit, Referrer and Referee must meet all eligibility requirements set forth herein. Please allow up to four (4) weeks after referral validation for the Program credit to be applied.

As the Referrer, you must:

1. Be a current ALLO customer, and
2. Be an individual person or business and the age of majority in the state where you are a resident at the time of referral.

The Referee must:

1. Be an individual person or business and the age of majority in their state of residence at the time of referral,
2. Not be a current or existing ALLO customer,
3. Provide your full first and last name associated with your ALLO account at the time Referee signs up for ALLO service,
4. Have activated service with ALLO on a new account that is not on the same account as the Referrer, and
5. Have completed installation.

Employees of ALLO, including immediate family and household members, are not eligible to participate in this Program. If your ALLO service has been disconnected, or you cancel your service with us, you are no longer eligible to participate in this Program; this includes losing any referral credits that may be pending. Credits received under this Program are non-refundable. You cannot redeem a referral credit for referring yourself. You may only participate in the Program with one account. By participating in the Program, you agree to let your Referees know that you may receive an account credit if your Referee activates their service with ALLO. You understand and agree that you will not receive any account credit for referrals that are rejected or not received for any reason, including Referees failing to mention your full name at sign-up, or if you or your Referee fail to comply with any of the Program Terms. We are not responsible for any failed referrals.

## **C. Reward Redemption**

Program credits are provided in the form of service credits delivered into your ALLO account. One \$50 account credit per eligible referral. There is no maximum amount of credits Referrers may receive in one calendar year. Program credits do not expire so long as your account remains active and is not cancelled or disconnected. Credits are

non-transferable, non-assignable, and cannot be redeemed or exchanged for cash or any cash equivalent, merchandise, or other credit. Credits may not be combined with other promotions and are not be applied retroactively. Credits may not be used toward any required security deposit or to pay or offset any fees charged to your ALLO account, including, but not limited to, any late payment fees, moving fees, or reconnect fees. We may, at our sole discretion, limit the number of referrals that may be made by a Referrer at any time.

## **D. Referrer Responsibility**

You understand and agree that it is your sole obligation to make any required payments on any outstanding obligations owed to ALLO. You understand you cannot and should not rely on ALLO to make such payments or apply Program credits to your bill as a substitute for payment.

## **E. Tax Liability**

You are solely responsible for any and all tax liabilities, duties, and any other governmental charges arising out of your accrual or redemption of these Program credits. Conversely, ALLO is not responsible for any and all such liabilities.

## **F. Fraudulent Activity**

We reserve the right to void any Program credits due to any suspected fraudulent activity or the occurrence of unethical conduct which compromises the fairness of the Program in any way or violates these Program Terms. Fraudulent or unethical conduct may include, but is not limited to, misrepresentation of information furnished to ALLO, abusive or illegal acts, the use of bots, fictitious identities, or fake emails by you or anyone acting on your behalf.

## **G. Limitation of Liability**

NEITHER WE, AS THE OPERATOR OF THIS PROGRAM, NOR OUR AFFILIATES AND SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL BE LIABLE TO YOU FOR ANY CLAIMS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR ADMINISTRATION OF THIS PROGRAM, WHETHER BASED ON BREACH OF CONTRACT, STATUTE, OR OTHERWISE IN CONNECTION WITH (I) YOUR PARTICIPATION IN THIS PROGRAM, (II) ANY FAILURE, DELAY, OR DECISION BY ALLO IN ADMINISTERING THIS PROGRAM; OR (III) FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM YOUR PARTICIPATION IN THIS PROGRAM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **H. Limitation of Warranty**

1. THIS PROGRAM AND THE PROGRAM CREDITS ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS WITH RESPECT TO THE PROGRAM. WE MAKE NO GUARANTEES THAT THIS PROGRAM WILL BE WITHOUT INTERRUPTION, FREE OF ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, OR DELAYS IN VALIDATION OF REFERRALS.
2. ALLO DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR OR ANY MARKETING OFFERED OR PROVIDED BY OTHERS IN CONNECTION WITH THIS PROGRAM.

## **I. Governing Law/Jury Trial**

These Program Terms will be governed by and interpreted in accordance with the laws of the State of Nebraska, without reference to its choice of laws. You or ALLO may submit to the exclusive jurisdiction of the courts located in Lancaster County, Nebraska, and agree not to commence any legal action under or in connection with the subject matter of these Program Terms or participation in the Program in any other court or forum. Any cause of action or claim you may have with respect to this Program must be commenced within one (1) year after such claim or cause of action arises. The parties expressly waive their right to a trial by jury of any dispute related to these Program Terms or participation in the Program.

### **10. SPECIAL NOTICE FOR NEW JERSEY USERS**

BY USING THIS WEBSITE, YOU: (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THIS WEBSITE; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALLO COMMUNICATIONS, AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS WEBSITE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ALLO COMMUNICATIONS FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF ALLO

COMMUNICATIONS AND ITS AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.