

Acceptable Use Policy

Introduction

Technical Magic and its affiliates and/or distribution partners (collectively "Technical Magic") are pleased that you have chosen Technical Magic Internet services. Our goal is to provide you with a high-quality Internet experience. This Acceptable Use Policy (AUP) has been designed to protect our service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the service. All users of the service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the service and/or your Technical Magic account.

By using the service, you agree to abide by, and require others using the service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE TECHNICAL MAGIC CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

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1. **Prohibited Activities.** You may not use the service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the service to:

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users.
- Use an IP address not assigned to you.

- Violate any other Technical Magic policy or guideline.
 - Resell or redistribute the service to any third party via any means including but not limited to, wireless technology.
2. **Harm to Minors.** You may not use the service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
 3. **Intellectual Property Infringement.** You may not use the service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Technical Magic assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
 4. **User Content.** You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Technical Magic reserves the right to refuse to post or to remove any information or materials from the service, in whole or in part, that it, in Technical Magic's sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.
 5. **Commercial Use.** The service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the residential service. You agree not to use the service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access. Technical Magic Business services offers commercial Internet services.
 6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the service, unless expressly authorized by Technical Magic.
 7. **Misuse of service.** You are responsible for any misuse of the service that occurs through your account or IP address. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the service.
 8. **Hacking/Attempted Unauthorized Access.** You may not use the service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is prohibited.
 9. **Security.** You are solely responsible for the security of any device connected to the service, including any data stored on that device. Technical Magic recommends that you take appropriate security precautions for any systems connected to the service. Any wireless network installed by the customer or a Technical Magic representative, that is unsecured or "open" and connected to the Technical Magic network, will be deemed to be operating as an ISP and subject to the prohibition on Commercial Use set forth in Section 5 herein. You authorize Technical Magic to use measures to detect unsecured wireless networks associated with your service.

10. Disruption of service. You may not disrupt the service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

11. Viruses, Trojan Horses, Worms and Denial of service Attacks. Software or other content downloaded from the service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend your service if we detect a harmful program in order to allow you to take measures to stop the harmful program.

12. Electronic Mail. You may not use the service to send bulk, commercial or unsolicited (spam) email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our service, such as personal web pages, or other resources that are part of the service. The service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited. You may not reference Technical Magic in the header or body of an unsolicited email, or list an IP address that belongs to the Technical Magic network in any unsolicited email. Further, you may not take any action which implies that Technical Magic is the sponsor of any unsolicited email even if that email is not sent through the Technical Magic network. Further, forging, altering or removing electronic mail headers is prohibited. If the service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Technical Magic deletes them as part of its normal policies and procedures. There is no obligation for Technical Magic to retain or make any user name, email address or stored email retrievable once the service is disconnected.

13. Bandwidth, Data Storage and Other Limitations. You must comply with the current bandwidth, data storage, electronic mail and other limitations of service that correspond with the package of service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the service, nor represent (in Technical Magic's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Technical Magic's ability to deliver the service and monitor the service, backbone, network nodes, and/or other network services. If you use excessive bandwidth (as determined by Technical Magic), Technical Magic may terminate, suspend, or require you to upgrade the service and/or pay additional fees.

14. How to Contact Technical Magic. For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Technical Magic at one of the following:
Email: abuse@technicalmagic.tv