



Acceptable Use Policy (AUP)

February 2, 2021

1. Subscriber and Subscriber's employees, faculty, patrons, students, visitors, or any other person that is granted access to Subscriber's facilities or services (referred to collectively as "Users") shall avoid unnecessary network traffic and interference with other Users.
2. Subscriber and its Users shall not use the Service for any unlawful purpose. Without limiting the foregoing, Subscriber shall not permit its users to use the Services in violation of laws relating to copyright, trademark or libel/slander. Subscriber shall be liable and responsible for any and all liabilities, duties and obligations arising out of (i) any violation of such laws and (ii) any third party claims of infringement in connection with Subscriber's and its Users use of the Service.
3. Unsolicited advertising by Subscriber or Subscriber's Users is strictly forbidden. For the purpose of this Policy, "unsolicited advertising" includes any transmission that describes goods or services and that is initiated by a vendor, provider, retailer, reseller, distributor or manufacturer of the described goods or services, or by a third party retained by, affiliated with, or related to the vendor, provider, retailer, reseller, distributor or manufacturer, or that meets the definition of any federal or relevant state law concerning unsolicited advertising sometimes referred to as "SPAM." This prohibition does not include either (i) discussions of a product or service's relative advantages and disadvantages by users of those products or services (unless the user is also the vendor, provider, retailer, reseller, distributor or manufacturer, or related to or affiliated with the vendor, provider, retailer, reseller, distributor or manufacturer), (ii) responses to questions, but only if such responses are direct replies to those who inquired via electronic mail, (iii) mailings to individuals or entities on a mailing list so long as the individual or entity voluntarily placed his/her or its name on the mailing list, or (iv) exceptions recognized by federal or relevant state law.
4. Any other type of mass mailing by Subscriber or Subscriber's Users resulting in unsolicited advertising or network spamming is strictly forbidden.
5. Neither Subscriber nor Subscriber's Users shall use the Services to stalk others, post, transmit, or originate any unlawful, threatening, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication, or any communication where the message, or its transmission or distribution, would constitute or would encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.
6. Neither Subscriber nor Subscriber's Users shall access or attempt to gain access to any other User's or non-User's account or to any nonpublic or restricted portions of the network. Also, neither Subscriber nor Subscriber's Users shall intercept or attempt to intercept data transmissions of any kind.
7. Neither Subscriber nor Subscriber's Users may resell the PANGAEA service or extend the PANGAEA service outside the PANGAEA primary service location.

Customer Initial _____