

Fatbeam Acceptable Use Policy

Fatbeam does not actively monitor nor does Fatbeam exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Fatbeam network. However, Fatbeam reserves the right to remove any materials that, in Fatbeam sole discretion, are potentially illegal, may subject Fatbeam to liability, or violate this Acceptable Use Policy ("AUP"). Such material may include, but is not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Any violation of this AUP may result in the suspension or cancellation of Fatbeam Service(s) without liability to Fatbeam. Channeling any part of any such activity through Fatbeam network resources shall constitute a violation of this AUP.

Fatbeam Internet is for the use of the Customer at their designated location(s) only. Resale or sharing of the Fatbeam Internet service with individuals/entities other than Customer is considered a violation of the AUP.

Excessive use – any customer who shows a sustained pattern of excessive or abusive use, as determined in the sole determination of Fatbeam, may have their service modified. Examples of excessive or abusive use include, but are not limited to: torrent/file-sharing services, commercial web or mail hosting, distributing or storing excessive amounts of multimedia files. Multimedia files are defined as graphics, audio, and video files.

Customer agrees not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Fatbeam's prior consent and according to Fatbeam's policies and procedures; provided that you establish a WiFi hotspot as provided above, but may not resell Service provided over WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. Fatbeam may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed.

Revisions to Acceptable Use Policy. Fatbeam reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification will be effective ten (10) days after Fatbeam publishes such revision, amendment, or modification. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to the AUP. Therefore, it is important that you review this AUP from time to time. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE AT <https://www.fatbeam.com> REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE. If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

Illegal Activities. Using Fatbeam's Service(s) and equipment for illegal purposes or in support of illegal activities is strictly prohibited. Fatbeam reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities, which are in violation of any local, state or federal laws, statutes, regulations, treaties and/or tariffs, would constitute a flagrant violation of the AUP. Should any activity threaten the integrity of or threaten to adversely affect Fatbeam network, Fatbeam shall be allowed to take steps to reduce or contain the damage, including termination or suspension of the Service(s).

Spam. Fatbeam prohibits the transmission, distribution or storage of unwanted or offensive content. Prohibited transmissions include without limitation, viruses, Trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Fatbeam strongly opposes SPAM, which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Fatbeam network. All forms of SPAM and all activities that have the effect of facilitating SPAM are strictly prohibited.

Violation of this provision will result in termination of any applicable Service Order(s) and/or Customer's entire Agreement. Fatbeam shall be allowed to take any action it deems necessary to prevent the transmission, distribution or storage of SPAM.

Traffic Limitation. Fatbeam Internet may only be used in conjunction with Service(s) purchased from Fatbeam. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse the Fatbeam network unless such traffic originates from or is destined for Customer. Any commercial use or sale/resale of this service is strictly prohibited. Use by multiple tenants/enterprise customers without prior written consent and agreement is strictly prohibited.