



Terms & Policies

Acceptable Use. Privacy. Product.

CrossLayer Acceptable Use Policy

CrossLayer, Inc. ("**CrossLayer**," "**we**," "**us**," or "**our**") has adopted this Acceptable Use Policy ("**Policy**") that describes acceptable uses of the CrossLayer Internet services. All users of the CrossLayer Internet services ("**user**," "**you**," or "**your**") must comply with this Policy. By accessing or using the CrossLayer Internet services, you agree to the terms of this Policy. IF YOU DO NOT AGREE WITH THIS POLICY, DO NOT ACCESS OR USE ANY PART OF THE CROSSLAYER INTERNET SERVICES, OR ALLOW OTHERS TO ACCESS OR USE THE CROSSLAYER INTERNET SERVICES. YOUR FAILURE TO COMPLY WITH THIS POLICY COULD RESULT IN THE SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE CROSSLAYER INTERNET SERVICES.

1. Applicability of this Policy. This Policy applies to your use of the CrossLayer Internet services if you are a subscriber of the CrossLayer Internet services or if you are otherwise accessing or using the CrossLayer Internet services, such as connecting via Wi-Fi. You are also responsible for any use or misuse of the CrossLayer Internet services that violate this Policy by anyone else you permit to access the CrossLayer Internet Services.

2. Prohibited Activities. In general, this Policy prohibits uses and activities involving the CrossLayer Internet services that are illegal, infringe the rights of others (including intellectual property rights), or interfere with or diminish the use and enjoyment of the CrossLayer Internet services by others. For example, you agree not to, and not to allow third parties to, use the CrossLayer Internet services, to:

- Undertake or accomplish any unlawful purpose, including, for example, posting, storing, transmitting, or disseminating information, data, or material which is unlawful, libelous, obscene, threatening, or defamatory; which infringes the intellectual property rights of any person or entity (e.g., that facilitates a violation of the Digital Millennium Copyright Act); or which constitutes or encourages conduct that would constitute a criminal offense or violate applicable law, order, or regulation;
- Access another's computer or computer system, network, software, or data without his or her knowledge and consent, including circumventing user authentications;
- Generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (e.g., "spam");
- Impersonate any person or entity (including CrossLayer), engage in sender address falsification, or forge another's digital or manual signature;
- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or website that you access or use;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, keystroke loggers, packet sniffers, encryption circumvention devices, or Trojan horses;
- Copy, distribute, or sublicense any proprietary software provided in connection with the CrossLayer Internet services by CrossLayer or any third party;
- Distribute programs that make unauthorized changes to the CrossLayer Internet services;
- Service, alter, modify, or tamper with any equipment used in connection with the CrossLayer Internet services, or permit any other that is not authorized by CrossLayer to do so;
- Use the CrossLayer Internet services for operation as an Internet service provider; or
- Restrict, inhibit, or otherwise interfere, regardless of intent, purpose, or knowledge, with the ability of any other person to use or enjoy the CrossLayer Internet services.

3. Device Security. In all cases, you are solely responsible for the security of any device you connect to the CrossLayer Internet services, including any data stored or shared on that device. It is also your responsibility to secure any equipment or devices stored on your premises that connect to the CrossLayer Internet services from external threats such as viruses, spam, bot nets, and other methods of intrusion.

4. Monitoring. We have no obligation to monitor the CrossLayer Internet services or content and information made available through the CrossLayer Internet services. However, we reserve the right to monitor such content and information as necessary to operate the CrossLayer Internet services; to ensure compliance with this Policy; to protect the rights and property of CrossLayer; and to disclose the same to the extent necessary to comply with any laws, regulations, or other governmental or judicial requests.

5. Violations of this Policy; Removal of Content. We may refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that we, in our sole discretion, deem to be in violation of this Policy or otherwise harmful to our network or users. We reserve the right to immediately suspend or terminate your access to the CrossLayer Internet services if you violate the terms of this Policy, or if anyone you permit to access the CrossLayer Internet services violates this Policy. Any complaints regarding violations of this Policy (other than claims of copyright infringement, which are described further below) should be directed to notifications@CrossLayer.com. Any such complaints should include details that would assist us in investigating and resolving the complaint (e.g., IP address and a description of the incident).

6. Copyright; DMCA Notifications and Counter Notifications. If you believe that your work has been used on or made available through the CrossLayer Internet services in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act (the "**Notification**"), to our Designated Copyright Agent, who can be reached as follows:

[Attn: Legal@CrossLayer.com, 999 Vanderbilt Beach Rd Suite 601, Naples FL, 34108]

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon our receipt of a satisfactory notice of claimed infringement under this Section, we will respond expeditiously to remove, or disable access to, the material.

The above process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process. Please note that under Section 512(f) of the Digital Millennium Copyright Act ("**DMCA**"), any person who knowingly materially misrepresents that material is infringing may be subject to liability. If you are unsure whether material is infringing, we suggest that you contact an attorney prior to sending notice.

DMCA Counter Notifications. If you receive a DMCA notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to us using the contact information above. Upon our receipt of a counter notification that satisfies the requirements of Section 512(g)(3) of the DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that CrossLayer will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

7. Changes to this Policy. We reserve the right to change this Policy at any time upon notice. We may give notice by making the updated Policy available through the CrossLayer Internet services or by any other reasonable means. You can review the most current version of the Policy at any time at www.CrossLayer.com. The updated Policy is binding on you on the effective date indicated at the top of this Policy. If you do not agree to the updated Policy, you must stop using the CrossLayer Internet services before the effective date. Your continued use of the CrossLayer Internet services after the effective date posted at the top of this Policy will constitute your acceptance of the updated Policy.

8. Questions or Concerns. If you have any questions or concerns about this Policy, please contact us at: notifications@CrossLayer.com