

Acceptable Use Policy (AUP)

Introduction

This acceptable use policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. It is not meant to be a "terms of service" or a billing guideline. We support the free flow of information and ideas over the Internet and do not actively monitor use of the services under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, electronic mail transmission, news group, or other material created or accessible over or through the services provided by Micro Advantage the ("ISP"). This AUP is meant to protect the networks, systems and employees of the ISP. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

Liability and Warranty

THE WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. ISP EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OR NATURE OF THE INFORMATION PASSING THROUGH ISP'S SYSTEMS AND NETWORK. USE OF ANY INFORMATION OBTAINED VIA ISP IS AT USER'S RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY ISP, ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER ISP NOR ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL ISP, ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT ISP IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, ISP'S SOLE AND EXCLUSIVE LIABILITY SHALL BE ALLOWING A CREDIT FOR THE CHARGES FOR SERVICES THAT WOULD HAVE ACCRUED BUT FOR SUCH BREACH, INTERRUPTION, OMISSION, OR FAILURE. IF USER IS DISSATISFIED WITH THE SERVICE OR WITH ANY TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF ISP IN OPERATING THE SERVICE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

Illegal and Prohibited Use

This section is used to address actions, content and or practices that are prohibited by law and by rules set forth by the ISP. Please review the sections below before using ISP's services or networks. The terms and restrictions are not negotiable. Not all services provided by ISP are listed or mentioned but are bound by this document. Users found to engage in activities that ISP feels are in violation of this AUP will have their accounts terminated. Violators will also be subject to any appropriate legal action and/or consequences. ISP reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected illegal activity or civil wrong. Activities considered by ISP to be a violation of this AUP are as follows, but are not limited to:

- Indirect or attempted violations of this AUP.
- Reselling of service provided by ISP.
- Services used to transmit, retransmit, distribute, post, or store any material that in the judgment of ISP is threatening, libelous, defamatory, or otherwise objectionable including but not limited to child pornography and advocating unlawful activity against any persons, animals, governments or businesses. Harassment of users, employees, or of others will not be tolerated.
- Actions and/or services prohibited by federal, state and local law.
- Distribution, posting, copying or dissemination of copyrighted material including but not limited to movies and/or music.
- Inhibiting any other person's use of the service provided by ISP is prohibited.
- Participation in illegal gambling, lottery or other similar activities.
- Transmission of scams such as "Make Money Fast" schemes.
- Making fraudulent offers.
- The attempt to access the accounts of others or other computers and/or networks to penetrate security measures, whether or not the intrusion results in damage.

ISP reserves the right to limit, restrict and/or prohibit services it provides to customers, as ISP feels necessary. The restrictions mentioned apply to all users unless specifically documented.

- **EMAIL – APPLIES TO HOSTED SERVICES ONLY**
 - ISP reserves the right to limit the file size of individual email mailboxes.
 - ISP reserves the right to limit the maximum transfer limit of any one message to a maximum message size of 50 megabytes.
 - ISP reserves the right to reject or filter email based on source address and content. Examples are, but are not limited to, virus filtering and blocking open relay mail servers.
 - ISP will not make back-ups of a customer's email available to customer.
 - The services may not be used to transmit, retransmit, or distribute by e-mail or any other method any material that violates any condition of this AUP in the sole judgment of ISP. Activities considered by ISP to be a violation of this AUP are as follows, but are not limited to:
 - Any unsolicited e-mail, whether commercial or otherwise, including, but not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts.
 - Solicited e-mail that contains material that otherwise violates this AUP or any e-mail that falsifies the address or other information; harassing e-mail, whether through language, frequency, or size of messages.
 - Any e-mail "chain letters" or other "pyramid schemes."
 - E-mail relayed without the express permission of that site, service, system or network.
 - E-mailing the same or similar messages to one or more newsgroups (also known as "cross-posting" or "multiple posting").
 - E-mail containing false or misleading statements, claims, or representations.
 - Forging header information including, but not limited to, any attempt to circumvent the approval process for posting to a moderated newsgroup.

- **SPAM – APPLIES TO HOSTED SERVICES**

- ISP has a "zero tolerance" policy for what we consider SPAM. Any user of ISP services found to be actively distributing or engaged in the mass distribution of unsolicited emails without consent of the intended receiver may have their account(s) terminated and all future access to ISP's services and network revoked.
- You are entitled to use email services through ISP Internet. However, although ISP Internet cannot control email messages incoming to your accounts, ISP Internet does impose restrictions on email sent out by you through your account. Use of your ISP Internet account to send unsolicited email messages of any type - whether commercial or non-commercial, for profit or non-profit, is strictly prohibited. Any account found in violation of the provisions of this section will be immediately suspended. ISP does not support the use of SPAM. If you are found using our service to send bulk un-solicited email (SPAM) your account may be terminated. ISP reserves the right to use SPAM filtering programs to help limit the amount of unsolicited email our customers receive.

- **DSL / DS0 / DS1 / DS3 / Fiber Optical / Cable Services**

- ISP restrictions to These services are:
 - Multiple logons are restricted. Users are only allowed to logon once with the same account. Accounts establishing concurrent connections will be disconnected. Abuses of this service may be subject to account termination.
 - Modifications of the Router in ways other than advised by the manufacturer are restricted.

- **UNAUTHORIZED SHARING**

- You agree not to allow others to use any of the services provided including, but not limited to, sharing your account user name and password, or broadband access via any type of networking device (router, gateway, wireless access point, etc.). You may at your own risk and responsibility permit other members of your household to access the services and utilize some networking devices approved by the provider for use within your household only. You as the account holder shall ensure that other such users are aware of and comply with these terms of use, and you agree to be held responsible for any activity or use of the services on that account, whether or not authorized by you.

- **COMMERCIAL USE**

- Re-selling ISP's services or offering use of ISP's services for adding value to a commercial entity without ISP's authorization is prohibited. ISP's services are designed for the account holder's use of the Internet and may not be used for commercial purposes without the ISP's explicit consent. You also agree not to use ISP's services 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 access, operating or allowing others to operate servers of any type, or any other device, equipment and/or software providing server-like functionality in connection with ISP's services, unless expressly authorized.

- **OTHER**

- Other services not specifically listed in this AUP but that are provided by ISP are bound by this AUP.

- **COMPLIANCE WITH THE AUP OF UPSTREAM PROVIDERS**

- The AUP of ISP's upstream providers also bind ISP users. An "upstream provider" is any company that provides ISP bandwidth and/or other services.

- **SYSTEM & NETWORK SECURITY**

- Violations of system or network security are prohibited and may result in criminal and civil liability. ISP will investigate incidents involving such violations and may involve and will cooperate with law

enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- port scanning, probes, data capture, denial of service, access of restricted systems.
- attempted access of systems not previously given access to.
- anything deemed "hacking" or "cracking" to the systems, network or users.
- unauthorized access to or use of data, including any attempt to circumvent user authentication or security of any host, network, or account (hacking, cracking, port scans, or flood pings).
- unauthorized monitoring of data or traffic.
- interfering with service to any user, host, system or network.
- conducting denial of service attacks.
- any attempt to disrupt service including, but not limited to, distributing or introducing viruses, worms, or other harmful software.
- creating an active full time connection on a Micro Advantage-provided dial-up account for Internet access by using artificial means, involving software, programming, or any other method.

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- **USER RESPONSIBILITY**
Users need to be aware that they do not operate in a vacuum. Safe practices need to be taken by the users to protect themselves and others.

- Users are responsible for account passwords and should keep them safe.
 - Do NOT share account information.
 - Do NOT leave username and passwords in the open.
 - If a user feels that the account was compromised, the username and or password should be changed at once.
 - Do NOT "save" user names or passwords. Each should be entered at each login.
- Users are responsible for protecting their own equipment. Anti-virus software and personal firewalls are not required but strongly encouraged.
- Users are responsible for any misuse of ISP services that occurs through user's account.
- Users are responsible for protecting their accounts and must take steps to insure that others do not gain unauthorized access to user's account or misuse ISP's services.
- Micro Advantage strongly advises that customers maintain valid current copies of their data on their computer (systems), as the customer is responsible for data restore if/when Micro Advantage is not accountable for data loss. Data restore performed by Micro Advantage when Micro Advantage is not accountable for data loss is billable to the customer at \$100/hour..

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- **ADMINISTRATIVE DISCRETION**
ISP administrators, staff, and executives have sole and final discretion over all aspects of service, the network, and this AUP. ISP reserves the right to terminate any account or service without cause or prior notice.

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- **VIOLATIONS AND MONITORING**
ISP does not actively monitor the content of web sites, e-mail, news groups, or material created or accessible over its services. ISP reserves the right to monitor such services or any services on or within our network.

- Reporting Violations and complaints:
 - Violations, attempted violations, and/or concerns should be addressed to Support@microadvantageinc.com via Email. When reporting anything to ISP please include:
 - The internet protocol address used to commit the alleged violation.
 - The date, time and time zone of such violation.
 - Evidence of the violation, including, if applicable, full headers from emails, firewall logs, traffic dumps (example, the *.enc files generated by Network Ice's Black Ice

program or "hex" dump from any other firewall or IDS system) or information pertaining to the events in question.

- Do not send excerpted parts of a message; sending the entire message with full headers helps prevent misunderstandings based on incomplete information or information taken out of context.
- ISP has sole judgment and discretion on how we enforce this AUP. Guidelines as to legal action will be within the ISP's legal department and administrative department discretion, and shall be available at your written request.
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- **REVISIONS** Changes to this AUP, except for emergencies or as required by law, are considered effective Thirty (30) days after written notice to Micro Advantage customers and it is the end user's responsibility to stay current. Changes to this document will be available on ISP's web page.

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