

## **Acceptable Use Policy**

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**Our Acceptable Use Policy (AUP) is meant to help protect you, our customer, and the Internet community, from irresponsible and/or illegal activities. As good net citizens, we prohibit the impersonation of others, unsolicited commercial appeals, and any disruption of Internet services. Examples of such activities are given below. These examples are in no way the only prohibited activities, and Valley Telecom Internet will be the sole judge of whether any activity is acceptable.**

#### **1. E-mail**

##### **Valley Telecom Virus Filtration Service**

Valley Telecom Internet is offering this filtration system as a service to our customers based on its evaluation of available products on the market. No system is foolproof and Valley Telecom Internet makes no representations or warranties regarding the ultimate effectiveness of this service and will not be liable for any damages that might be caused to your system by viruses.

##### **Commercial E-Mail**

Sending unsolicited commercial e-mail is prohibited. Using any Valley Telecom Internet e-mail address to collect responses from unsolicited commercial e-mail is prohibited. Please refer to the section on Commerce on the Internet for additional information.

##### **Spamming**

Sending unsolicited bulk and/or commercial messages or maintaining an open incoming mail server (SMTP) relay is prohibited.

##### **Harassment**

Sending threatening or harassing e-mail after being requested to stop is prohibited. Extremely threatening or harassing e-mail is always prohibited. Sending e-mail of any kind to someone who has requested you stop is prohibited.

#### **2. Usenet News**

##### **Newsgroup Spamming**

Excessive cross posting, or posting the same article to several newsgroups, is prohibited. Generally accepted standards allow no more than 15 newsgroups, or cross-postings, for a single article or substantially similar articles. Such articles may be canceled. Excessive cross posting will result in account termination.

##### **Off-Topic or Inappropriate Posting**

There is no restriction on content, except as defined by each newsgroup. Continued posting of off-topic articles in any newsgroup is prohibited. Please note that most newsgroups consider any kind of commercial advertisement off-topic.

#### **3. Internet Relay Chat (IRC)**

The violation of any accepted policies on IRC servers is prohibited. If Valley Telecom Internet is banned from any server, the offending account will be terminated.

## **4. Destructive and Illegal Activities**

### **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities**

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks is prohibited. Also prohibited is engaging in any activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

### **Illegal Activities**

Engaging in activities that are determined to be illegal, including advertising, ransmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software is prohibited.

## **5. General**

### **Impersonation**

Attempting to impersonate any person, using forged headers or other identifying information is prohibited. The use of anonymous remailers and nicknames does not constitute impersonation, except as provided by law.

### **Network Unfriendly Activity**

Activities which adversely affect the ability of other people or systems to use Valley Telecom Internet services or the Internet is prohibited.

### **Privacy Violations**

Attempts, whether successful or not, to gain access to any computer system, or customer's data, without consent is prohibited. This prohibition includes any conduct that violates privacy, publicity, or other personal rights of others and any attempt, either illegally or without authorization, to access computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's or entity's system (often known as "hacking"). This prohibition also includes engaging in any activity that might be used as a precursor to an attempted system penetration (that is, port scan, stealth scan, or other information gathering activity).

### **Login Accounts**

When a login account is issued to a user the user is responsible for who accesses Valley Telecom Internet's services with that account. A login account is a single use account meaning only one connection can be made to Valley Telecom Internet's services with that account. Other services are available if more than one connection is needed. When a logon account is found to be logged into our services more than once, the account will be disconnected and a warning will be issued. If repeated warnings are issued the account will be terminated.

### **Unlimited Dial-In Access**

Unlimited access accounts are not dedicated services. The \$19.95 charge is for the ability to access the Internet in eight-hour sessions at any time but not continuously. Any login exceeding eight hours on one session must disconnect and remain off for at least one hour. This allows all other customers fair access to the service.

### **Financial**

Sharing Unlimited accounts with anyone other than immediate family members, or re-selling service without express written consent from Valley Telephone Internet, or offering any public information service, such as running a Web server or FTP server, is prohibited. Using programs to defeat system timers limiting inactivity is prohibited. Untimely

payment of any and all amounts due will result in account termination. Failing to log off when not at your computer can result in account suspension.

### **Excessive Bandwidth or Disk Utilization**

Valley Telecom Internet account descriptions specify limits on bandwidth and disk utilization. Use in excess of those limits is not permitted. The total number of bytes transferred from the account's Web and FTP space determines bandwidth utilization. The total number of bytes required to store an account's Web, FTP and mail data determines disk utilization. In the event Valley Telecom Internet determines that an account is exceeding these limits, the account owner will be notified by e-mail. If the excess use continues for more than 48 hours after such notification, the owner may be requested to upgrade the account's service agreement, or to modify the activity creating the excess use. If excessive bandwidth or disk space utilization is determined to adversely affect Valley Telecom Internet's ability to provide service, immediate action will be taken. The account owner will be notified by e-mail as soon as practicable.

### **Privacy**

It may be necessary for Valley Telecom Internet employees to examine system accounting logs and other records to resolve system problems. Valley Telecom Internet reserves the right to access an account's mailbox and other data to resolve system problems. In addition, Valley Telecom Internet will cooperate with appropriate legal authorities in investigating claims of illegal activity, including, but not limited to, illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence, or other illegal activity. Valley Telecom Internet makes no guarantee and assumes no liability for the security of any data on any server, including "secure servers." Our customers are reminded that no computer system should be considered invulnerable to attack. E-mail may pass through many computers on the way to its destination, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method.

### **Additional Information**

The document provides a general understanding of Valley Telecom Internet's policy of the acceptable uses of Valley Telecom Internet's systems and services. Common sense and judgment are a necessary part of any system of rules, and this document is no exception. Of course, flagrant or repeated violations of this policy are viewed in a very different light than minor infractions. Protection of our customers and our resources, the ability to provide quality service to our subscribers, conformance with existing law and the protection of our reputation as a service provider are all contributing factors to decisions on violations of this policy. It is our intention to offer our customers access to everything the Internet has to offer, with minimal or no interference. Our belief in Freedom of Speech is a firm commitment to our customers. You should remember, though, that Free Speech does not include the right to shout "Fire" in a crowded theater. By the same token, certain activities are considered inappropriate by the Internet community at large and cannot be permitted under the guise of "Free Speech." Valley Telecom Internet does not censor the content of any newsgroups. We believe such choices should be left to the individual. We do advise our users that tools, such as Surfwatch, are available to screen an account's access to newsgroups you might consider offensive. It is the account owner's responsibility to make use of such tools if desired. Valley Telecom Internet does not monitor the activity of accounts except for measurements of system usage and for billing purposes. However, if we become aware of inappropriate use of Valley Telecom Internet services, we will respond. If a Valley Telecom Internet account is used to violate this policy, we reserve the right to terminate the account without notice. Our preferred course of action would be to advise the account owner of the problem and how to correct it. However, flagrant violations of this policy, or any Valley Telecom Internet policy, or the law, will result in immediate termination of the account. In the event that an account is temporarily inactivated as a result of any prohibited activities, nonpayment of amounts due, or any other reason, the account may be subject to reactivation charges and/or deposit requirements to be determined by Valley Telecom Internet. Prepaid billed charges will not be refunded for termination of service prior to the end of your billing cycle.

### **Commerce on the Internet**

The Internet can be a very valuable business tool when used properly and can reflect poorly upon a business when used improperly.

## **6. Valley Telecom Internet Operating Rules**

Valley Telecom Internet (the "Service") consists of computing and information services and software, information and other content provided by Valley Telecom Internet ("Valley Telecom Internet"). In addition, third parties provide information, software and other content (collectively "Third Party Content") which may be accessed over the Service. These Operating rules are provided to make online information usage and communications a positive and secure experience for subscribers. These Operating Rules are part of the terms of your Service Agreement with Valley Telecom Internet, and they bind you. Valley Telecom Internet may modify these rules at any time by publishing the modified rule(s) over the Service.

### **Copyrighted Material**

Copyrighted material must not be placed on the Service without the permission of the owner(s) or person(s) they specifically authorize. Only the owner(s) or such authorized person(s) may upload copyrighted material to the Service. You may download copyrighted material for your own use. Except as expressly provided by copyright law, copying, redistribution or publication must be with the express permission of Valley Telecom Internet and the owner(s) or such authorized person(s), if other than Valley Telecom Internet. Permission must be specified in the document, on the Service, or must be obtained directly from Valley Telecom Internet and the owner(s) or such authorized person(s), if other than Valley Telecom Internet. In any copying, redistribution or publication of copyrighted material, any changes to or deletion of author attribution or copyright notice are prohibited.

### **Public Domain Material**

You may upload public domain programs to the Service. You may download public domain programs for your own use or non-commercially redistribute a public domain program. You assume all risks regarding the determination of whether a program is in the public domain.

### **Content and Uses of the Service**

You agree not to publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or which would be abusive, profane, or sexually offensive to an average person, or which, without the approval of Valley Telecom Internet, contains any advertising or any solicitation of other subscribers to use goods or service. This paragraph, however, shall not be interpreted to restrict you from utilizing Valley Telecom Internet e-mail in the conduct of a legitimate business except that you may not send unsolicited advertising or promotional material. You agree not to use the facilities and capabilities of the Service to conduct any business or other activity or solicit the performance of any activity, which is prohibited by law or to solicit subscribers to become subscribers of other information services.

### **Editing and Deleting Content**

Valley Telecom Internet reserves the right, in its sole discretion, to edit or delete any information, software or other content appearing on the Service, regardless of whether it violates the standards for content.

### **Service Termination**

Valley Telecom Internet reserves the right, in its sole discretion, to suspend or terminate Service to any subscriber at any time, for any reason whatsoever. This right can be exercised, among other reasons, if Valley Telecom Internet determines that any of the subscriber's activities are harmful to end-users, customers, operations, reputation, goodwill or customer relations of Valley TeleCom Group.

### **Indemnification**

You agree to indemnify and hold Valley Telecom Internet harmless from any claims and expenses, including reasonable attorney's fees, related to your violation of the Service Agreement, including these rules and the Acceptable Use Policy, or any information, software or other content placed on the Service by you.