

Altatec Acceptable Use Policy

All Altatec Internet Customers are responsible for the policy written here. The Altatec Internet Acceptable Use Policy has been formulated with the following goals in mind:

- Ensure security, reliability and privacy of Altatec Internet's systems and network, and the networks and systems of others.
- Avoid situations that may cause Altatec Internet to incur civil liability.
- Maintain the image and reputation of Altatec Internet as a responsible provider.
- Preserve the value of Internet resources as a conduit for free expression.
- Encourage the responsible use of net resources, discouraging practices which degrade the usability of network resources and thus the value of Internet services.
- Preserve the privacy and security of individual users.

Statement of Responsibility

Each Altatec Internet account has a password that is the key to gain access to the account. The customer who registered the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure that Altatec Internet Acceptable Use Policies are honored. Altatec Internet will hold the account owner responsible for any violations of the AUP. Good passwords need to be a minimum of six characters and contain at least one number or capital letter and should not be based on any common name or word. Sites directly attached to the Altatec Internet backbone are expected to adhere to the Altatec Internet Acceptable Use Policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the AUP. Altatec Internet enforces these policies with respect to Altatec Internet customers only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.

General Conduct

Customers are prohibited from transmitting on or through any of Altatec Internet's services, any material that is, in Altatec Internet's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. Altatec Internet services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. Altatec Internet reserves the right to remove such illegal material from its servers. New customers signing up for Altatec Internet must be 18 years or older in order to start an account. The customer is responsible for keeping his billing data with Altatec Internet up-to-date and accurate. Furnishing false data on the signup form or contract is grounds for immediate termination, and may subject the offender to civil or criminal liability. Altatec Internet reserves the right to disconnect service due to nonpayment of bill or insufficient funds. The resale of Altatec Internet products and services is not permitted, unless specifically permitted and documented in a written agreement.

System and Network Security

Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks (such as running a SATAN scan or similar tool). Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet. Users who violate systems or network security may incur criminal or civil liability. Altatec Internet will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Email & Usenet

Email will be kept on the server for a maximum of 90 days. Harassment, whether through language, frequency, or size of messages, is prohibited. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. This includes email and Usenet news group. If this policy is violated in any way, a penalty fee of \$100 per infraction will be invoiced to the customer, in addition to the regular, recurring fee for account(s) that is assigned to the customer(s). Customer is responsible for payment of that fee, and understands that payment shall be in accordance with Altatec Internet's current billing terms. In addition to the penalty fee, customer's account will be immediately terminated. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings. Malicious email, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of email), is prohibited. Forging of header information is not permitted. Altatec Internet accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider. These rules also apply to usenet.

IRC (Internet Relay Chat)

Altatec Internet is not liable for any communications made on IRC.

Internet Access

Altatec Internet shall have no liability and no credits shall be given for any of the following referenced conditions arising out of interruptions, delays, or failures in transmission as well as:

- Transmission limitations caused by atmospheric and other conditions,
- System capacity limitations
- Equipment modifications, upgrades, relocations, failures, repairs and/or similar activities, and
- Negligence of Altatec Internet.

Altatec Internet therefore assumes no duty to provide uninterrupted service to you or your authorized dealer. The failure of equipment or service not provided through Altatec Internet facilities; and Acts of God, fire, riots, Government authorities or other cause beyond the control of Altatec Internet. Additionally: While our service is

unlimited, it is not a dedicated modem connection. Use of software to keep your connection alive when it is not in use is prohibited. Dial-up connections to Altatec Internet that are idle for 15 minutes or longer, or connected for 24 hours continuously, will be disconnected. Idle time is defined as a period during which no input or output is sent or received across the modem connection. Altatec Internet is not responsible for dialing long distance, we provide a local access number. Establishing a Dial-up connection to our system with more than one computer at one time is prohibited.

Web/FTP Sites

Distribution of pornographic, indecent, or any offensive materials are prohibited when using Altatec Internet's web/ftp space. Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited. Distribution of materials which violate any local, state, or federal statutes is also prohibited. Altatec Internet reserves the right to restrict or terminate service without refund in the event of an AUP violation. Altatec Internet also reserves the right to take action on abuse that is not specifically named in this AUP at the sole discretion of Altatec Internet. Use of Altatec Internet's systems and network constitutes understanding and agreement of this policy.

Billing

You have contracted to have Altatec Internet provide you service. The term of your service commitment begins immediately upon activation of service. You are responsible for the account as long as it is active, whether or not it is being used. All charges are billed and payable in advance. Altatec Internet reserves the right to modify billing terms at any time with notification to the customer. The period you are billed for is shown on your billing statement. Your billing statement should arrive shortly after the 25th of each month, and is due by the 20th of the following month. Bills should be returned in the envelope that is provided to the address listed on the statement.

Late Fee Policy

Charges for services are due and payable upon receipt. A late fee in the amount of 1.5% will be assessed to accounts not paid in full by the 20th of the month. If your account remains delinquent you will be disconnected. To have your service reconnected you will have to pay a reconnect charge of \$25 in addition to the account balance. This late fee policy protects our current paying subscribers who otherwise would be subsidizing increased costs caused by late paying customers.