

northerntel net

"the future of communications ... today"

DSL/Internet Access Service Acceptable Use Policy

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Important Note:

Northerntel.net may revise this Acceptable Use Policy without notice by posting a revised version on the northerntel.net Web Site. Accordingly, northerntel.net DSL/Internet Access customers should consult this document regularly to ensure that their usage conforms to the most recent version. In the event of conflict between any customer agreement and this Policy, the terms of this Policy will govern. Complaints of violations of this Policy by northerntel.net users can be directed to:

ntc@northerntel.net

1. Introduction

northerntel.net provides a variety of Internet Services to residences and businesses. DSL/Internet Access Service (hereafter, "Internet Service") allows residential and business customers to connect to the high-speed backbone network, and the Internet. All of the Internet Services provided by northerntel.net are subject to this Acceptable Use Policy.

Internet Service uses resources that are shared with many customers. Moreover, Internet Service provides access to the Internet which is used by millions of others. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from Internet Service and the Internet in general, must be balanced with duties and responsibilities designed to guarantee uniform access to all customers of the Internet Service.

Use of Internet Service is subject to the following rules and guidelines. Each Internet Service customer is responsible for ensuring that their use complies with this Acceptable Use Policy (the **Policy**). ANY USER WHO DOES NOT AGREE TO THESE TERMS SHOULD IMMEDIATELY CANCEL THE SERVICE AND NOTIFY NORTHERNTEL.NET'S CUSTOMER SERVICE DEPARTMENT THAT THE ACCOUNT IS TO BE TERMINATED.

2. Illegal Activity

Use of Internet Service for any activity that violates Local, State, Federal or International law, order or regulation, is a *violation* of this Policy. Prohibited activities include, but are not limited to:

- Posting or disseminating unlawful material (child pornography or obscene material)
- Disseminating or accessing material which violates copyright or intellectual property rights. The customer assumes all risk regarding whether material is in the public domain
- Pyramid or other illegal soliciting schemes
- Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature

3. Security

The customer is responsible for any misuse of Internet Service that originates from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Customers must ensure that others **not** gain unauthorized access to Internet Service.

Internet Service may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. Internet Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Internet Service. Internet Service may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to **crash** a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature, is also prohibited.

The customer is responsible for the security of any device connected to the Internet Service by the customer, including data stored on that device. In particular, northerntel.net recommends **against** enabling file or printer sharing of any kind. northerntel.net recommends that any files or services you make available for remote access be password protected.

4. Inappropriate Content

Some Internet content available through the Internet may be offensive to individuals, or may not be in compliance with local laws or regulations; (i.e. pornographic content or hate literature) particularly for children. northerntel.net assumes **NO** responsibility for Internet content available through Internet Service. The customer assumes all risk when accessing content through the Internet Service, and northerntel.net shall not be liable for any and all claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to, access of such content. Parents are responsible for restricting access to sexually explicit material on the Internet, by purchasing the appropriate filtering software, or by monitoring Internet use. Content questions or complaints should be addressed to the content provider.

The customer is responsible for information published to the Web or other Internet services, through their account. northerntel.net reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

northerntel.net has no obligation to monitor transmissions made using Internet Service. However, northerntel.net has the right to monitor such transmissions and to disclose the same. By using Internet Service to publish, transmit or distribute content, a user is warranting that the content complies with this Policy and authorizes northerntel.net to reproduce, publish, distribute and display such content worldwide.

5. Electronic Mail

Internet Service may not be used to send **unsolicited** bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may be sent only to those who have explicitly requested them.

Internet Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource which uses Internet Service.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your **from:** and **reply-to:** addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk emailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute **nospam.john.smith** for **john.smith**.

You may not reference northerntel.net in the header, or by listing an IP address that belongs to northerntel.net in any unsolicited email, **even if** that email is **not** sent through northerntel.net.

Mail Bombing is prohibited; you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is prohibited, whether or not the recipient wishes to receive such mailings.

northerntel.net is not responsible for the forwarding of email sent to any account which has been **suspended** or **terminated**. Such email will either be returned to sender, ignored, deleted, or stored temporarily, at northerntel.net's sole discretion.

6. Newsgroups

Messages posted to newsgroups must comply with the written charters or **FAQ's** for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or **FAQ's** explicitly permit them. The customer is responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than **9** newsgroups is prohibited. Binary files may not be posted to newsgroups not specifically named for that purpose. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. northerntel.net reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

You may not **flood** or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to: posting multiple messages with no text in the body, posting many follow-ups to messages with no new text.

Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.

The news service included with a northerntel.net account is provided for interactive use by the customer, using a commonly-available NNTP client such as Netscape Communicator or Microsoft Explorer. Non-interactive clients that download Usenet articles in bulk are prohibited.

7. Internet Relay Chat

The Services may be used to participate in **Chat** discussions hosted by northerntel.net servers, third party servers, or may not involve servers at all. In all cases, northerntel.net does not monitor the contents of the discussion and is not liable for the content of any communications made via Internet **Chat**.

DSL may not be used for **Chat flooding**. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

Any computer or other device connected through Internet Service may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as **bots** or **clones**. Automated programs may not be used when the account holder is not physically present at the device.

Internet Service may not be used to send messages which disrupt another Internet user's equipment, including software, hardware and user display.

Internet Service may not be used to access any chat server in violation of the acceptable use policy of that server. Internet Service may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges which have not been authorized.

A customer may not use Internet Service to connect to chat servers or channels from which they have been previously banned.

Internet Service may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive messages.

Forging, altering, or obscuring your identity while participating in chat sessions is forbidden. You may, however, use a nickname as long as all chat participants are able to discover your real name via normal Internet conventions, such as the **whois** command.

8. Bandwidth, Data Storage and Other Limitation

You must comply with the current bandwidth, data storage and other limitations for Internet Service.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of Internet Service, nor represent (in the sole judgement of northerntel.net) an unusually large burden on the network itself. The guidelines for Bandwidth Usage/month for each Internet Service package are the following

Bandwidth usage is limited to 80 GigaBytes per month combined upload and download. A charge of \$1.00 per GigaByte may be charged whenever a user has exceeded the 80 GigaByte limitation in any 2 months. This DSL service is not intended for business applications such as, but not limited to, serving streaming video or audio, **mail, http, ftp, irc, dhcp servers**, and multi-user interactive forums. In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit,

degrade or impede northerntel.net's ability to deliver Internet Service and monitor Internet Service, backbone, network nodes, and/or other network services.

Customers may not resell, share, or otherwise distribute Internet Service or any portion thereof to any third party without the written consent of northerntel.net. For example, you cannot provide Internet access to others through a dial up connection, a wired or wireless connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

Internet Service is designed for personal Internet use. You may not run a server in connection with the Internet Service nor may you provide network services to others via the Internet Service. Examples of prohibited servers and services include, but are not limited to, **mail, http, ftp, irc, dhcp servers**, and multi-user interactive forums.

9. Violation of Acceptable Use Policy

northerntel.net does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of Internet Service. Although northerntel.net has no obligation to monitor the Internet Service and/or the network, northerntel.net High-Speed Internet Services reserves the right to monitor bandwidth, usage and content from time to time, to identify violations of this Policy; and/or to protect the network and northerntel.net users.

northerntel.net prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which northerntel.net, in its sole discretion, believes violate this Policy, northerntel.net may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. northerntel.net will not have any liability for any such responsive actions. The above described actions are not northerntel.net's exclusive remedies and northerntel.net may take any other legal or technical action it deems appropriate.

northerntel.net reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on northerntel.net servers and network. During an investigation, northerntel.net may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

You hereby authorize northerntel.net to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include northerntel.net providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, northerntel.net is authorized to delete any files, programs, data and email messages associated with such account.

The failure of northerntel.net to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

10. Disclaimer or Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER northerntel.net, NOR ANY OF northerntel.net's WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES northerntel.net NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE. northerntel.net EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY northerntel.net OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE northerntel.net PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, northerntel.net CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. northerntel.net SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER northerntel.net NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT THE MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY OF northerntel.net AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SERVICE PROVIDER BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

12. Applicability and Exceptions

The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if northerntel.net or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply where such exclusions are prohibited.

13. Service Interruptions

Internet Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Internet Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Internet Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service,

14. Indemnity

You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Internet Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.