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Acceptable Usage Policy

SECOM does not actively monitor nor exercise editorial control over the content of any web site, electronic mail transmission, mailing list, news group or other material created or accessible over SECOM's network. However, SECOM reserves the right to remove any materials that, in SECOM's sole discretion, are potentially illegal, may subject SECOM to liability, or violate this Acceptable Usage Policy ("Policy" or "AUP"). Your violating this Policy may result in the suspension or cancellation of your services. SECOM also reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. This AUP should be read in conjunction with SECOM's Internet Service Agreement.

On all accounts, SECOM reserves the right to change and otherwise modify these Terms and Conditions by notifying you 10 days in advance of the effective date of the change by one or more methods including, but not limited to a notice in your statement, direct mailing, or posting a notice of change on SECOM's home page located at <http://secom.net>. On any of the aforementioned changes, if you do not request your service to be terminated (in accordance with any binding contract that may be in place), it will be conclusively presumed that you consent to the new terms, conditions, as notified.

Definitions

"Spam" or "Unsolicited email" If not defined in any federal, state, or local regulation or legislation, a message is unsolicited if it is sent to a recipient who has not requested or invited the message, and/or if it is posted in violation of a USENET or newsgroup charter. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages.

"Customer Premise Equipment" (CPE) Any equipment at the customers site used as part of or in conjunction with the connection.

"Two-way wireless" Any connection in which the CPE both transmits and receives information from the customer by way of a radio connection.

"One-way wireless" Any connection in which the CPE receives information by way of a radio broadcast, and transmits information over a dial-up connection.

"Constant connection" Any connection that is actively or inactively in use for 24 hours a day. Note that two-way wireless accounts are typically set up to be a constant connection.

"Web Server" Any server device or software, other than those explicitly exempted, designed to provide content through a web browser. Exemptions: web enabled management interfaces on firewalls, routers or other similar devices, which are for the sole purpose of configuring the device.

"Dedicated connection" Any connection that (i) has any type of server device providing a service including, but not limited to, a file server, web server, FTP server, or a mail server, or (ii) said connection provides connectivity or access to SECOM's network to any building, household or apartment not part of the account holders primary building, household or apartment where the connection is demarcated, or (iii) transfers more than 750 Mb per day more than 10 times in a 30 day period, or (iv) has an average daily transfer amount greater than 340 Mb over a 30 day period.

Policies

The following are violations of SECOM's acceptable usage policies:

1. Unauthorized copying or distribution of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, copyrighted movies, and copyrighted software.
2. Exporting software or technical information in violation of U.S export control laws.
3. Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
4. Threatening bodily harm or property damage to individuals or groups.
5. Making fraudulent offers of products, items, or services originating from your account.
6. Attempting to access the accounts or information of others, or attempting to penetrate security measures of SECOM's or other entities' systems ("hacking"), whether or not the intrusion results in a breach, corruption or loss of data. Furthermore, attempting to disrupt the normal operations of SECOM's or other entities' systems ("Denial Of Service") whether or not the attempt results in a denial of service. This includes, but is not limited to scanning a range of hosts with pings and port scans on one or more addresses, and flooding systems with packets.
7. The unauthorized use of a person's name, identity or likeness.
8. Harassing others by 'mail-bombing' or 'news-bombing'. 'Mail-bombing' constitutes sending more than ten (10) similar mail messages to the same email address. 'News bombing' constitutes cross-posting to more than 10 different newsgroups.
9. Revealing your account password to others or allowing use of your account by others (other than authorized users in your household or business that the account was purchased for).
10. At no time can there be simultaneous use of the same username and password combination.
11. Forging any message or packet header or packet, in part or whole, of any electronic transmission, originating or passing through SECOM services.
12. Distributing viruses to or from or through SECOM systems.
13. On dial-up or one-way wireless systems, use of software or any device that would allow your account to stay logged on while you are not actively using SECOM services.
14. Installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others.
15. Sending unsolicited electronic mail (email) messages where the recipient objects to the content of the message or to the receipt of the message in general is also prohibited under this Acceptable Use Policy. You acknowledge that you are expressly prohibited from utilizing SECOM's service, SECOM's equipment or any SECOM's email addresses in connection with the sending of the same or substantially similar unsolicited email message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of SECOM's service, SECOM's equipment or any SECOM's email address(es) or IP address(es). You agree that you will not utilize the SECOM service, SECOM's equipment or any SECOM email address in connection with the transmission of the same or substantially similar unsolicited message to 10 or more recipients, or 10 or more newsgroups in a single day. For each day upon which this provision is violated, you agree to pay SECOM \$50.00 per day for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission. In cases of willful violations of this provision, you agree to pay SECOM up to \$1,000.00 per day. You agree that SECOM, at its sole discretion, shall determine whether such a violation was unintentional or willful. Payment by member under this provision shall not prevent SECOM from canceling the SECOM Service in its sole discretion, or seeking to obtain any other legal

remedies against member, including monetary damages or injunctive relief or any other remedy provided by law. Subscriber agrees to pay any legal, or other fees, incurred by SECOM in pursuing such legal remedies, in the event SECOM prevails on any material issue or claim brought as a result of the above-described activity.

16. SECOM, ("SECOM"), by providing SECOM service exercises no control whatsoever over the content of the information passing through it and you are forewarned that some information you receive may be offensive or, on occasion, obscene. If you are offended by certain language, images, or expression of certain ideas, then by signing onto this service you acknowledge that you have read this warning and will not hold SECOM, its affiliates, employees, officers, directors or suppliers responsible for any language, thoughts, discussions or graphics which may be part of information viewed by you on the Internet system. **You are warned that it is illegal and against SECOM policy for children to view, load, or in any other way access adult material (graphics, audio or text) and that any violation of this rule will be prosecuted to the full extent of the law and will result in the termination of your account without prior notification.** As SECOM does not desire to degrade the exchange of legitimate information contained on the Internet, any information originated by you must comply with these Terms and Conditions.
17. On accounts not bound by a separate contract with SECOM, SECOM reserves the right to change the rates by notifying you 10 days in advance of the effective date of the change. If you do not request your service to be terminated it will be conclusively presumed that you consent to the new rates as notified.
18. SECOM makes no warranties of any kind, whether expressed or implied, for the service it is providing. SECOM also disclaims any warranty of merchantability or fitness for a particular purpose. SECOM intends that the service be used for educational and recreational purposes only. SECOM will not be responsible for any damage you suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by Secom's or its providers own negligence or your errors or omissions.
19. Any access to other networks or service providers through SECOM must comply with the rules appropriate for such other networks or service providers.
20. You are responsible for the protection of your account and data. You are advised that the Internet is not a secure system. Data can be and often is, viewed by third parties. Some web sites you may go to, and some software, which you may install on your system, may, without your knowledge, gather information about you including, but not limited to, web sites you go to and information you type into your system, and report this information to other parties. This is often called "spyware". Individuals or systems may attempt to gain access to, your equipment connected to the Internet. Information of a private or confidential nature should not be placed on the system or if it is, you should take steps to protect it and your equipment using hardware or software firewalls, encryption technologies and anti-spyware technology. **SECOM SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE SECURITY OF YOUR ACCOUNT AND THE DATA STORED IN SECOM FACILITIES, OR THE SECURITY OF INFORMATION TRANSMITTED ACROSS SECOM'S SYSTEMS.** SECOM is not a storage facility and customers wishing to safeguard their data should make back-ups and store them in a secure place. SECOM notifies you that back-ups and log files may remain in SECOM's facilities and could be subject to seizure by law.
- 21 Use of any information obtained via the SECOM communications service is at your own risk. SECOM specifically denies responsibility for the accuracy or the quality of the information obtained through its service.
- 22 It is recognized that the Internet may contain viruses that may, if not eliminated, destroy parts or all of the data contained in your computer. SECOM has no control over these viruses. Unless explicitly stated about a particular service, for example email, SECOM does not provide any filtering or checking of data to eliminate or safeguard against these viruses. You agree that SECOM will not be responsible for any viruses that pass by or through any system or service that SECOM explicitly states they offer filtering or checking service on. You agree to provide your own mechanism for checking your computer system for

viruses and hold SECOM, its employees, officers, subsidiaries and suppliers faultless for any damage caused by viruses obtained through SECOM. Further, you agree not to introduce, knowingly or unknowingly, any virus onto the Internet system or SECOM's hosts. Further you agree to hold SECOM, its affiliates, employees, officers, directors or suppliers harmless from, and to indemnify SECOM, its affiliates, employees, officers, directors or suppliers for, any damages resulting from any viruses and/or software bugs introduced by you into the Internet or SECOM systems.

23 You acknowledge that SECOM's Service is intended for periodic, active use of email, user newsgroups, file transfers via FTP, Internet chat, Internet games, browsing the World Wide Web and other similar services. Unless you purchase a package that explicitly allows for it, you further agree not to use the service as a constant or dedicated connection. On dial-up accounts, SECOM reserves the right to monitor any heavily active or inactive account, and reserves the right to terminate connection that is inactive for more than 4 hours a session. You acknowledge that SECOM reserves the right on any type of connection to monitor, and identify the type and nature of traffic that it suspects, at its sole discretion, to be in violation of this Policy. SECOM also reserves the right to suspend, cancel, or upgrade an account if the connection is being used in a manner other than it is designed for. The use of ping, or any other technologies that mimic standard activity is expressly prohibited.