



## Acceptable Use Policy Date (10.1.2007)

This Acceptable Use Policy ("Acceptable Use") is a guide to the tolerable use of Member accounts and the Services provided by FreedomNet Solutions. It is an integral part of the Member Agreement entered into between FreedomNet Solutions and Members; any violation of this Acceptable Use is subject to sanction including, without limitation, a warning e-mail, suspension of Member's Account, or termination of Member's Account, reimbursement of expenses incurred (legal, resources consumed, and other relevant expenses), and possible criminal prosecution at FreedomNet Solutions' sole discretion. In the event that Member's account is suspended or terminated as a result of violations, reconnection charges may apply if FreedomNet Solutions elects to re-enable the account. Terms not defined herein may have additional meaning set forth in the Member Agreement. FreedomNet Solutions reserves the right to change the policies at any time and it is the Member's responsibility to periodically review and agree to adhere to these policies.

**1. General Guidelines** – FreedomNet Solutions provides its Members with access to people throughout the world using connections with networks outside FreedomNet Solutions. In general, it is the responsibility of those networks to enforce their own acceptable use policies. FreedomNet Solutions will inform its Members of any restrictions in the use of networks to which it is directly connected. FreedomNet Solutions accepts no responsibility for traffic originating on its own network, whether posted by any Member. FreedomNet Solutions will use reasonable efforts to notify a Member if the Member's use of the Services violates the acceptable use policy of any directly or indirectly connected networks.

**2. Specific Guidelines** – All FreedomNet Solutions Members agree to conform to the following guidelines:

- A. It is not acceptable to use the Services for any purpose that violate U.S., state or local laws.
- B. It is not acceptable to use the Services to transmit threatening, harassing, obscene, or materials pornographic in nature.
- C. It is not acceptable to use the Services to harm or attempt to harm a minor, including but not limited to distribution of pornographic, obscene or profane materials or any type of online stalking.
- D. Use should be consistent with guiding ethical statements and accepted community standards. For example, unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if the mailing list or news group explicitly allows advertising. Unsolicited bulk e-mails shall not be sent using this service.
- E. It is not acceptable to use the Services so as to interfere with or disrupt network users, services, or equipment. Such interference or disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to any other computational, information, or communications devices or resources, including but not limited to, any machines accessible via the Internet. For example, Members shall not intentionally develop programs that harass other Members or infiltrate a computer or computing system and/or damage or alter the software components of any computer or computing system. Likewise, Members shall not waste system resources by spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time.
- F. It is not acceptable to use the Services for unauthorized distribution of copyright-protected material or any other data that infringes on the patents, trademarks, trade secrets or proprietary rights of any other person or entity. This includes but is not limited to the digitization of music, movies, photographs, or other copyrighted materials or software.
- G. It is not acceptable to use the Services to attempt to penetrate security measures of FreedomNet Solutions or other computer systems or to cause disruption of service to other online users. You also agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools. Violations of system or network security are prohibited, and may result in criminal and civil liability. FreedomNet Solutions will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.
- H. It is assumed that information and resources available via the Services are private to those individuals and organizations that own or hold rights to those resources and information, unless specifically stated otherwise by the owners or holders of the rights. It is, therefore, not acceptable for an individual to use the Services to access information or resources unless permission to do so has been granted by the owners or holders of those rights. The sale, transfer, or rental of the service to customers, clients, or other third parties, either directly or as part of a service or product created for resale is prohibited.
- I. Accounts are for individual Members and Member therefore agrees not to share the password or use of the account with others, including but not limited to other family members or business associates.
- J. Spamming Policy: "Spamming" is the act of distributing mass unsolicited messages to e-mail addresses or newsgroups. FreedomNet Solutions follows the guidelines of spam defined by the Mail Abuse Prevention System as an electronic message is "spam" if: (1) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (2) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND (3) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender.

Spamming wastes time and money of all users of the Internet. FreedomNet Solutions Members should not have to bear the cost of receiving unsolicited messages, nor should they have to deal with the messages themselves. "Spamming" is a violation of the FreedomNet Solutions Acceptable Use Policy, and will be dealt with accordingly. It is contrary to FreedomNet Solutions policy for any user of any FreedomNet Solutions service to participate in any of the following activities through a FreedomNet Solutions provided service:

1. To send a single message, article, or advertisement to more than ten Usenet or other newsgroups, message boards, chat areas, mailing lists, FAX machines, pagers or other groups or lists.
2. To send off-topic messages to any Usenet or other newsgroups, message boards, chat areas, mailing lists, FAX machines, pagers or other groups or lists as determined by the charter, FAQ, owner, or description of the group or list.
3. To send unsolicited mass e-mail to more than twenty-five e-mail addresses if the messages provoke complaints from any or all of the recipients.
4. To falsify information provided to FreedomNet Solutions or other users of FreedomNet Solutions products and services.
5. To engage in any of the preceding activities using the services of another provider in conjunction with one or more FreedomNet Solutions services.
6. To run an open-relay mail server.

FreedomNet Solutions reserves the right to filter all e-mail and other electronic communications from known spamming organizations and/or individuals without harm or liability to FreedomNet Solutions. Although FreedomNet Solutions does not claim to be able to stop all spam that passes through its mail servers, FreedomNet Solutions reserves the right to filter what it may reasonably determine to be unsolicited spam email. FreedomNet Solutions will not be held liable for any messages that are not delivered as a result of the generally accepted industry practices of filtering known spamming organizations or individuals.

**3. Enforcement** – FreedomNet Solutions will review violations of its Acceptable Use Policy on a case-by-case basis. Clear violations that are not promptly remedied by Member may result in termination of any or all Services or Memberships. FreedomNet Solutions reserves the right to monitor Member's actions when necessary to determine whether or not Member is violating the conditions of use.

**4. Indemnity** – Member agrees to indemnify and defend FreedomNet Solutions for claims or charges resulting from:

- A. Member's use of the Services in violation of this "Acceptable Use";
- B. Material posted on the Internet by Member; or
- C. Any obligations to third parties incurred by Member through Member's use of the Services.

5. **Disclaimer** – The Internet provides access to information, including without limitation, numerous websites, chat rooms, conferences, lists, bulletin boards, electronic mail solicitations and information servers (the "Sites"). Some of the Sites may contain objectionable and/or offensive material. FreedomNet Solutions cannot and does not take any responsibility for the content of the Sites. Please be aware of the potentially objectionable and/or offensive material found on the Internet. Your authorized access to, and use of the Internet is conditioned upon your recognition that FreedomNet Solutions neither assumes responsibility for, nor endorses, any of the content found in any of the Sites. FreedomNet Solutions MAKES NO REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE SITES OR THEIR CONTENT. The software FreedomNet Solutions supplies and the accompanying files (the "software") are distributed "as is" and without representations or warranties of any kind, whether express or implied. FreedomNet Solutions specifically disclaims all warranties regarding the software, including any warranties as to performance, merchantability, or any other warranties whether express or implied. Using the software and accessing the Internet through FreedomNet Solutions are contingent upon your agreement to release FreedomNet Solutions and its officers, directors, shareholders, employees, agents, successors and assigns (the "released parties") from any and all claims and liabilities resulting from your use of the software or the Internet, including without limitation, any claims or liabilities for damage to your computer system or data files. By using the software and accessing the Internet, you are assuming the entire risk of using the software and the Internet. You further agree to indemnify and hold harmless each of the released parties from any claims or liabilities resulting from your use of the Internet including your publishing of any information on the Internet.

6. **Offensive, Obscene or Illegal Materials** - FreedomNet Solutions does not knowingly post illegal or offensive content of any kind. There is no monitoring of material posted to FreedomNet Solutions' Web sites, FTP sites, or hosted domains by the Member. FreedomNet Solutions exercises no control over the content of materials accessed through the Internet, including through the FreedomNet Solutions network. Some materials posted by Members or available through the Internet may be offensive to certain groups of individuals. Due to the overwhelming task of maintaining a safe Internet environment FreedomNet Solutions, its associates, or affiliates shall not be held liable in any way for harmful, obscene materials, or unfortunate situations as a result of browsing, on-line chatting, or e-mailing. FreedomNet Solutions' goal is to provide a kid-safe atmosphere to their Members through third party services that work to keep specifically pornographic media or other harmful electronic media from being readily available. FreedomNet Solutions will not, however, accept any responsibility of content accessible through any third party monitoring service.

7. **Content Responsibility** - Member understands that neither FreedomNet Solutions nor its network services supplier is responsible for the content of the transmissions that may pass through the Internet and/or the connectivity services. Member agrees that it will not use the connectivity services in ways that violate laws, infringe the rights of others, or interfere with the users, Services, or equipment of the network. For example, end user shall not distribute unsolicited advertising, chain letters, or commercial electronic mail ("spamming"); propagate computer worms or viruses; attempt to gain unauthorized entry to other computers, data or networks; distribute any pornography, obscenity, or defamatory material the Internet; or infringe copyrights, trademarks, or other intellectual property rights.

8. **Export Compliance** - Member further agrees to comply with U.S. Export Laws concerning the transmission of technical data and other regulated materials via the connectivity Services.

9. **IP Addresses** - FreedomNet Solutions may provide a FreedomNet Solutions-owned address, which is the exclusive property of FreedomNet Solutions and is not portable. FreedomNet Solutions may change this address at any time without liability and without prior notice to you. FreedomNet Solutions will use reasonable efforts to avoid any disruption to you by notifying you via e-mail before changing your address. Upon expiration, cancellation or termination of service, Member shall relinquish any IP addresses or address blocks assigned to Member by FreedomNet Solutions or its network services supplier.

10. **Complete Agreement and Severability** - This Agreement supersedes any other written or oral agreement, and represents the complete understanding between FreedomNet Solutions and the Member. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement may be signed, but does NOT have to be signed to be enforced.

11. **Internet Access** - FreedomNet Solutions service shall not be re-sold or made available to another non-member or individual through any means including but not limited to electronic transmission. Member agrees to comply with any bandwidth usage or other limitations on the Services provided by FreedomNet Solutions in its sole discretion. If FreedomNet Solutions determines an abuse of bandwidth, the Member will be notified by mail or e-mail and given three days to bring their usage within appropriate limits. If excessive use continues after the three-day period, FreedomNet Solutions may take any action it deems necessary, including but not limited to, a premium plus charge for excessive use, terminating service to ensure that your usage does not adversely affect FreedomNet Solutions' ability to provide Services to other Members.

12. **Privacy** - FreedomNet Solutions, its partners and affiliates gather information about Internet usage such as the sites visited, session lengths, bit rates and the number of messages and bytes passed. FreedomNet Solutions uses this information to manage its network. Occasionally, personally identifiable information obtained from you and from other sources for billing purposes, may be used to provide Services, to anticipate and resolve problems with your Service or to identify, create and inform you of products and Services that better meet your needs. FreedomNet Solutions will not use or disclose any personally identifiable information regarding Internet usage unless compelled by a court order or subpoena; you consent to the use or disclosure, or to protect FreedomNet Solutions' broadband Services and facilities.

Please refer to [www.fnw.us/legal/privacy.pdf](http://www.fnw.us/legal/privacy.pdf) to review our Privacy Statement.

#### 13. Execution of Agreement

This Agreement will become effective by the signing of the final service order or at which time service is accepted and/or used by Member. Proceeding to sign up, either online or by phone, constitutes acceptance of all terms and conditions set forth in this Agreement.

Member hereby agrees to abide by FreedomNet Solutions' Acceptable Use Policy and Service Terms, Conditions and Agreements. These policies are located at [www.fnw.us/legal/](http://www.fnw.us/legal/) and are hereby incorporated by reference. Member accesses materials on the Internet at their own risk. FreedomNet Solutions may deny Member access to all or part of the Services without notice if this Agreement is breached, including but not limited to, FreedomNet Solutions' acceptable use policy.