

HTC Internet ACCEPTABLE USE POLICY

1. INTRODUCTION

HTC's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of HTC's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Subscribers")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary web sites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. HTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your HTC account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement, [email services TOS](#), and other policies.

HTC, Inc. ("HTC") owns the computers and other equipment that make up its Internet network (the "HTC Network"). HTC does not authorize the use of the HTC Network to transmit any material (by email, uploading, posting, or otherwise) into, out of, or through the HTC Network.

2. VIOLATIONS OF HTC'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- b. Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

e. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," "phishing," and "chain letters". HTC is a member of the "Digital Phishnet collaboration. <http://www.digitalphishnet.org>

f. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.

g. Unsolicited commercial email/Unsolicited bulk email. HTC holds any subscriber utilizing email through an HTC email account to these Terms and Conditions: [email services TOS](#).

h. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HTC's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software [Digital Millennium Copyright Act](#) . HTC is registered under the Digital Millennium Copyright Act of 1998; <http://www.copyright.gov/legislation/dmca.pdf>.

j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Services without HTC's authorization.

l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use HTC Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber's

responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. News. HTC Subscribers should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQ's, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup. HTC considers "multi posting" to 10 or more groups within a two week sliding window to be excessive. HTC servers currently limit the number of allowable "cross-posts" to 9. HTC Subscribers may not cancel messages other than their own messages. A Subscriber may cancel posts forged in that Subscriber's name. We may cancel any postings which violate this AUP.

n. Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Subscribers may stay connected so long as they are actively using that connection for the above purposes. Subscribers may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, HTC maintains the right to terminate any member's connection following any extended period of inactivity as determined by HTC.

o. Exceeding Web Site Size and Traffic Limitations: All HTC subscribers receive 10MB of space for both email and free web space for use with their HTC Internet access account. Each subscriber's free web space is allocated 250MB of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds 10MB in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. More information about appropriate use of the free member webspace appears under Free Webspace Community Guidelines.

p. E-mail Size and E-mail left on Server. HTC holds any subscriber utilizing email through an HTC email account to these

Terms and Conditions: [email services TOS](#).

q. Account Inactivity. After a period of inactivity, HTC reserves the right to disable or terminate a user's email account. Email accounts that have not been logged into for four consecutive months will be considered dormant. Dormant accounts will no longer receive email. Customers may be able to retrieve emails from a dormant account for an extended period of time as determined by HTC. Dormant accounts will subsequently be deleted after a period of time determined by HTC. Customers may request by a phone call to technical support that dormant accounts be reactivated, and this may be permitted if the account has not been deleted.

r. Computer Requirements. I agree that each Computer using HTC's Internet Service will need to meet certain minimum hardware and software requirements that will be specified for the Service, and that such requirements may be changed from time to time by HTC. If my computer does not meet these minimum hardware and software requirements HTC has no responsibility to support, maintain or repair any equipment or service that I elect to use in connection with HTC Internet Service. For assistance with technical problems I will refer to the relevant third party support information.

s. Technical Support. HTC Technical Support is provided to current customers on a 24 hour, 7 days a week basis. This Technical Support will include assistance to ensure proper delivery of high speed internet connectivity to the customer premise. Additional support for third party services, software, and applications will not be provided however, directions on how to receive support from these third party entities may be provided.

Further, if a customer is notified regarding any of the above violations by HTC's Internet Security/Abuse Response Team, either via email from abuse@sccoast.net or Internet@htcinc.net to the customer's mailbox or by direct telephone contact by an HTC representative, or the customer discovers on their own or through any other means, that the customer themselves or any third party under his/her control (including his/her customers and their authorized users) described herein or contained in any of the HTC Policies, and [email services TOS](#) the customer will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending party.

The customer will respond to all violations reported by the HTC Abuse Response Team within one business day of the violation being reported, and will have put a stop to the activity within 24 hours of the violation first being reported. If a single party is responsible for multiple violation reports that are sent to the customer by HTC's Abuse Response Team, only a single response from the customer back to HTC's Abuse Response Team is required, provided that the customer has taken whatever action was necessary to stop the current violation and prevent future repeat violations by the offending party. If, after the customer has notified HTC that the customer has taken action to

prevent future violations as outlined in HTC's Policies and [email services TOS](#) but is found in violation again and is found accessing HTC's network, HTC may consider this a breach of HTC's system integrity. HTC reserves the right to deal with this situation as detailed in the 'Special Cases' paragraph of the [Privacy Policy](#), outlined in the [Digital Millennium Copyright Act](#).

3. REPORTING VIOLATIONS OF HTC'S AUP

HTC requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: abuse@sccoast.net.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

HTC may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Subscriber's newsgroup posting privileges
- suspend the Subscriber's account
- terminate the Subscriber's account
- bill the Subscriber for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

HTC reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement, our other policies and agreements, and [email services TOS](#) at any time and in any manner.

Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

[HTC, Inc.](#)

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