

# Acceptable Use Policy

Oglecom Internet, a division of Oglecom Inc. here in known as Oglecom Internet has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of the Oglecom Internet networks, systems, services, web sites and products (collectively, "Oglecom Internet ") by our customers and other users of Oglecom Internet (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. By using Oglecom Internet, Users consent to be bound by the terms of this AUP. OGLECOM INTERNET reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of Oglecom Internet after such modification shall constitute acceptance of such modification. A copy of this policy is available on our website (<http://www.oglecom.com>).

## **General Conduct.**

Oglecom Internet must be used in a manner that is consistent with the intended purpose of the Service and may be used only for lawful purposes. Users shall not use Oglecom Internet in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (b) that may expose OGLECOM INTERNET to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this AUP.

## **Responsibility for Content.**

OGLECOM INTERNET takes no responsibility for any material created or accessible on or through Oglecom Internet. OGLECOM INTERNET is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that OGLECOM INTERNET becomes aware that any such material may violate this AUP and/or expose OGLECOM INTERNET to civil or criminal liability, OGLECOM INTERNET reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. OGLECOM INTERNET further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that OGLECOM INTERNET deems responsible for the wrongdoing.

## **Inappropriate Content.**

Users shall not use Oglecom Internet to transmit, distribute or store material that is inappropriate, as reasonably determined by OGLECOM INTERNET, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

## **Intellectual Property.**

Material accessible through Oglecom Internet may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use Oglecom Internet in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of Oglecom Internet, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

## **Harmful Content**

Users shall not use Oglecom Internet to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to Oglecom Internet, any other network or equipment, or other Users.

## **Fraudulent/Misleading Content**

Users shall not use Oglecom Internet to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards

## **Email and Unsolicited Messages**

Users shall not use Oglecom Internet to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("spam"). Further, Users are prohibited from using the service of another

provider to send spam or to promote a site hosted on or connected to Oglecom Internet. In addition, Users shall not use Oglecom Internet in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

### **Third Party Rules; Usenet.**

Users may have access through Oglecom Internet to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying therewith. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "Usenet spam"), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official newsgroup moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

### **System and Network Security.**

Users are prohibited from violating or attempting to violate the security of Oglecom Internet, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) impersonating OGLECOM INTERNET personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for OGLECOM INTERNET services. Violations of system or network security may result in civil or criminal liability. OGLECOM INTERNET will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

### **Suspension; Termination.**

Any User which OGLECOM INTERNET determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if OGLECOM INTERNET deems it necessary, immediate suspension or termination of such User's service without notice. OGLECOM INTERNET may take such further action as OGLECOM INTERNET determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and OGLECOM INTERNET shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from OGLECOM INTERNET's exercise of its rights under this AUP.

Violations of this AUP may be reported at the following link: [abuse@oglecom.com](mailto:abuse@oglecom.com)

Among other things, the AUP prohibits sending unsolicited e-mail messages including bulk commercial advertising or informational announcements ("Spam") and OGLECOM INTERNET will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay OGLECOM INTERNET liquidated damages of five dollars (\$5.00) for each piece of spam or unsolicited bulk e-mail transmitted from or otherwise connected with your account, otherwise you agree to pay OGLECOM INTERNET's actual damages, to the extent such actual damages can be reasonably calculated.

OGLECOM INTERNET may elect to send notice of any violations to the User before termination, but is not required to do so. When an account has been terminated or suspended, the reactivation of the old account or the acquiring of a new account will only be allowed by express approval of OGLECOM INTERNET. The account may be held responsible for any charges associated with installation or activation, whether it is for a new account or an existing suspended or terminated account.

### **Account Usage and Password**

You agree that you will be the only user of your user name and password and that you will not transfer or disclose either your user name or password to any other person, except that you may at your own risk and responsibility permit other members of your family or business associates to access the Services using your user name and password. You shall ensure that any other such users comply with this Agreement and the AUP and you will be responsible for all usage of the Services and any other services accessed through the Services on your account whether or not authorized by you. You acknowledge that you are aware that certain content that may be accessible through the Services may contain material that is unsuitable for minors. You agree to supervise usage of the Services through your account by any minors.

### **Storage Space and Other Limitations**

Using a personal account for commercial, high volume, or any excessive use is prohibited. If your use impacts OGLECOM INTERNET's ability to provide Services or network resources, your use of the Services can be terminated immediately. The amount of mailbox storage space per User is limited to 5 megabytes. When a mailbox reaches the limit the User will not be able to receive e-mail. E-mail that exceed the limits will not be delivered.

The Services are also subject to idle time-outs. An idle time-out is the disconnection of a session when a dial-up account is idle for a specified period of time and no interactive, human generated data appears to be received from the remote user's computer system. Automated data is not considered interactive or human generated and is also subject to idle time-out. Examples of automated data include, but are not limited to data generated by an automatic re-dialer, script or other program that runs on the user's computer system for the purpose of avoiding inactivity disconnects.

In using Services from OGLECOM INTERNET, you will not resell any services or offer public information services over dial-up accounts (unlimited usage or otherwise), nor permit more than one log-on session to be active at one time on analog dial-up accounts.

### **Monitoring the Services**

OGLECOM INTERNET has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if OGLECOM INTERNET, in its sole discretion, determines that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its customers.

You have the responsibility to monitor your accounts for access to newsgroups and Web sites that may contain improper material. You will notify OGLECOM INTERNET of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their explicit knowledge and consent.

### **Personal Web Page**

If you use the personal Web page feature of the Services, this section shall apply to you in addition to the other provisions of this Agreement.

You acknowledge and agree (i) that the use of your personal Web page and any content, information, and all other aspects of your personal Web page will not violate the AUP, any applicable law, or any rights of another, (ii) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal Web site and (iii) that OGLECOM INTERNET has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal Web site. OGLECOM INTERNET may, without prior notice, terminate or suspend your personal Web page if OGLECOM INTERNET, in its sole discretion, believes that you have violated this Section.

If OGLECOM INTERNET provides you with a domain name that has the names or marks of OGLECOM INTERNET embedded therein ("Oglecom.com Domain Name"), you may use the Oglecom.com Domain Name only for the duration of this Agreement. OGLECOM INTERNET shall own the Oglecom.com Domain Name and the Oglecom.com Domain Name may be subject to change by OGLECOM INTERNET or applicable domain name registry. Other than for identifying the location of your personal Web site, you may not use the name or any marks of OGLECOM INTERNET or any of its affiliates in any press release, promotional materials, or other manner without the express written approval of OGLECOM INTERNET.

You shall own all graphics, text or other information or content supplied by you for incorporation into or delivery through your personal Web site. OGLECOM INTERNET shall own any software developed or modified by OGLECOM INTERNET and all graphics, text or other information or content materials supplied by OGLECOM INTERNET for incorporation into your personal Web site ("OGLECOM INTERNET Materials"). You may only use the OGLECOM INTERNET Material in association with your personal Web page and only for the duration of this Agreement.

## **Disclaimer of Warranties and Limitation of Liability**

LIMITATION OF LIABILITY. YOU ASSUME TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. OGLECOM INTERNET EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND OGLECOM INTERNET EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. OGLECOM INTERNET SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF INFORMATION OR DATA, OR INTERRUPTED COMMUNICATIONS, ARISING OUT OF OR RELATED TO THIS TERMS OF SERVICE. UNDER NO CIRCUMSTANCES WILL OGLECOM INTERNET BE LIABLE TO YOU OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU DURING A SIX MONTH PERIOD.

DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OGLECOM INTERNET MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OGLECOM INTERNET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **Indemnification**

You agree to indemnify, defend, and hold harmless OGLECOM INTERNET and its subsidiaries, affiliates, officers, employees, agents, suppliers, or other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys fees, arising from your use of the Services, your violation of this Agreement, or your violation of any rights of another.

## **Miscellaneous**

This Agreement and the AUP constitute the entire agreement between you and OGLECOM INTERNET with respect to your use of the Services. OGLECOM INTERNET may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement without OGLECOM INTERNET's prior written consent. OGLECOM INTERNET's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or rights. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect.

## **PROHIBITED/ABUSE ACTIVITIES.**

For purposes of the Prohibited Activities, the term "information" means material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic or pictorial form.

When using the Access Service you agree to the following:

Defamation. You agree not to post or transmit any information in violation of any applicable law.

- ❖ **Fraud.** You agree not to post or transmit any fraudulent information on or through the Access Service. This mean any information that you know or have reason to know is false, and that you intend for others to rely on.
- ❖ **False Advertising.** You agree not to post or transmit on or through the Access Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
- ❖ **Unsolicited Advertising.** You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other Subscribers, individuals, or entities, except in those areas (e.g., the classified areas) that are designated for such a purpose.
- ❖ **Copyright Violations.** You agree not to post or transmit on or through the Access Service any information that infringes another person's or entity's copyright in all or any part of the information.
- ❖ **Trademark, Service Mark, and Trade Dress Violations.** You agree not to post or transmit on or through the Access Service any information that infringes another person's rights in its trademark, trade dress, or service mark.

- ❖ **Trade Secret Violations.** You agree not to post or transmit on or through the Access Service any information that reveals trade secrets belonging to another person, business, service, or other entity.
- ❖ **Obscenity.** You agree not to post or transmit any obscene or sexually explicit images or other content on or through the Access Service.
- ❖ **Harassment, Threats and Abuse.** You agree not to use the Access Service to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racially, ethnically, or otherwise objectionable information.
- ❖ **False Pretenses.** You agree to not use the Access Service to impersonate any person, including but not limited to, an Fin Communications official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.
- ❖ **Chain Letters.** You agree to not post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through the Access Service.
- ❖ **Inappropriate Content.** You agree not to post or transmit on or through the Access Service information that is patently inappropriate material, e.g., information or topics not related to the topics focused on by the participants in a particular news group or mailing list.
- ❖ **Scrolling.** You agree not to cause the screen to "scroll" faster than other Subscribers or users are able to type to it, or any action to a similar disruptive effect on or through the Access Service;
- ❖ **Disruptive Activities.** You agree not to use the Access Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other Subscribers, users, individuals, or entities.
- ❖ **Violations of Service Providers' Rules.** You agree to not use the Access Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- ❖ **Multiple Access.** You agree that this Agreement is not transferable. You agree not to simultaneously access the Access Service for more than one session at any time.
- ❖ **Abuse of OGLECOM INTERNET Procedures.** You agree not to make false or unverified complaints against any OGLECOM INTERNET member, or otherwise abuse any of OGLECOM INTERNET Complaint Response Procedures.
- ❖ **Systems Abuse.** You agree not to abuse OGLECOM INTERNET's system by causing any harm to the system so that it inhibits other users ability to effectively use the system.
- ❖ **SPAM.** You agree not to post or cross post, regardless of content, of the same message to 20 or more newsgroups/email.
- ❖ **Email.** You agree not to send messages or attachments over 2.2 megabyte in size. You agree not to allow your mailbox to exceed 5 megabytes of storage capacity.
- ❖ **Personal Web Sites.** You agree that your personal web site cannot be used for commercial purposes nor be used to store or distribute unregistered or illegal software. Any such software will be deleted without warning.
- ❖ **Relay Servers.** You agree that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.
- ❖ **Fraudulent Addressing.** You agree that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the Fin Communications service.

#### **OGLECOM INTERNET COMPLAINT RESPONSE PROCEDURES.**

OGLECOM INTERNET dedication to customer service means that OGLECOM INTERNET takes seriously and responds to all complaints about its subscribers' use of the Internet. This means complaints by both OGLECOM INTERNET subscribers and complaints by other Internet users. OGLECOM INTERNET believes that its customers should be able to enjoy full use of the Internet without interference by persons who use the Internet in an improper or unlawful manner.

OGLECOM INTERNET will respond to any complaint that involves online activities that are Prohibited Activities under the OGLECOM INTERNET Policies. OGLECOM INTERNET will follow the Complaint Response Procedures described below to respond to complaints from Users and others about Oglecom Internet Users. Under these procedures, Internet users -- including Oglecom Internet User's -- are responsible for monitoring use of the Internet by others. OGLECOM INTERNET will issue warnings to its Users, suspend subscribers' accounts and even cancel accounts when it learns of continuing improper activities.

Complaints may be submitted in any form: by e-mail at [abuse@oglecom.com](mailto:abuse@oglecom.com), fax (to 815-397-6822), or mail (to Oglecom Internet 1904 7<sup>th</sup> St, Rockford, IL 61104).

If you register a complaint with Oglecom Internet's Customer Service department, you should submit the following information:

1. The online username of the Oglecom Internet User involved, and if possible, any other information about the User, such as his or her name and address;
2. A detailed description of the activities involved;
3. If possible, the specific category or categories of Prohibited Activity you believe is involved in the activities;
4. The dates the activities took place, e.g., the date information was posted.

If you have any questions regarding this Agreement or any of Oglecom Internet's policies, you can call our Customer Service Department at 815-397-6822.