

# **Alternative Choice Wireless L.L.C. ACCEPTABLE USE POLICY**

Alternative Choice Wireless L.L.C., referred to as ACW herein, Acceptable Use Policy (AUP) is provided to give our customers and users a clear understanding of what ACW expects of them while using its services. All users of ACW Internet Services, including those who access any of our services but do not have accounts, as well as those who pay a service fee to subscribe to the services, must comply with this AUP and our Terms of Service (TOS).

Use of ACW Service constitutes acceptance and agreement to ACW's AUP as well as ACW's TOS (Terms of Service).

ACW strives to provide its customers with the highest quality Internet service available. To that end, ACW believes that certain activities and conduct is inappropriate or abusive and will not be tolerated on the ACW network.

ACW supports the uncensored flow of information and ideas over the Internet and does not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over, or through the services. ACW will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. An alleged violation of this AUP may result in the temporary suspension of any and/or all services on your ACW account WITHOUT PRIOR NOTICE pending an investigation into the matter. At the conclusion of the investigation, if it is determined that the violation is legitimate, your account with ACW may be terminated or other actions may be taken as detailed in this AUP. If it is determined that the alleged violation was illegitimate, service will be restored promptly.

Violations of ACW Acceptable Use Policy

## **The following activities constitute violations of this AUP:**

### **Internet Access**

ACW sells user packages that are set to a particular upload and download speed, with that in mind, ACW does not guarantee those speeds. The service is a best effort and may vary from time to time. To that end, users are expected to use the service in a reasonable manner, including but not limited to: e-mail, newsgroups, file transfers, Internet chat, online games, and browsing the World Wide Web. High volume or commercial use, including but not limited to running a server of any sort is strictly prohibited. Peer-to-peer software is regulated on the ACW network. Studies have shown that peer-to-peer software is abundant with viruses, adware and illegal activities; for this reason the decision has been made to throttle its use. Upload and download speeds with peer-to-peer software will not reflect normal allowed usage. This is done

to protect the network, and its users. ACW will periodically review connections and terminate those connections which have not been actively passing traffic for a period of time. Any attempt by the user to circumvent this policy may result in a significant upcharge on the user's bill. A wireless account is intended for use by one customer: sharing with others outside of the installed facility is not allowed.

### **Inappropriate Use of Software**

Use of software or any device that would facilitate a continued connection on the service, i.e. camera streaming, while using ACW's services could result in suspension of service.

### **Illegal Use**

Use of ACW's service to transmit any material (by e-mail, 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 is considered illegal use. Examples of such activities, includes but is not limited to, trading illegal copies of software, music, or videos via peer-to-peer.

### **Threats and Acts of Terrorism**

Use of ACW's service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm, encourages destruction of property or promotes senseless hatred toward other groups of people in society or an individual is not permitted. This also includes communications or transmissions of any sort to others intended for the purpose of planning unspeakable acts against society or individuals. If ACW becomes aware of any such activity it will be reported to the proper authorities without any notice to the customer.

### **Harassment**

Use of ACW's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another user or member of society is not permitted.

### **Harm to Minors**

Use of ACW's service to harm, or attempt to harm, minors in any way, including but not limited to child pornography or sexual solicitation is not permitted. If ACW becomes aware of any such activity it will be reported to the proper authorities without any notice to the customer.

### **Forgery or Impersonation**

Adding, removing or modifying identifying network header information in any manner 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 is discouraged but does not constitute impersonation.

## **E-mail / News Bombing**

Malicious intent to impede another person's use of electronic mail services or news media will result in the immediate termination of the offending ACW account.

## **E-mail / Message Forging**

Forging any message header, in part or whole, of any electronic transmission, originating or passing through ACW's service is in violation of this AUP.

## **Unsolicited Commercial E-mail / Unsolicited Bulk E-mail (Spam)**

Use of ACW's service to transmit any unsolicited commercial or unsolicited bulk e-mail (U.C.E./U.B.E.) is expressly prohibited. Violations of this type will result in the immediate suspension and possible termination of the offending account. Each report of U.C.E. by another user or third party will incur a fee according to the TOS.

Persons and or Businesses using ACW's network to propagate e-mail lists are not exempt from this policy or the fees. Such e-mail lists, commonly called list servers, must present the user with a verification of their subscription prior to sending e-mail to the recipient. This verification process must also be able to provide proof of the recipient's approval to prevent account termination. ACW, at its sole discretion, may terminate any account if complaints regarding the e-mail list(s) become excessive.

## **Usenet Spamming**

ACW has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

## **Unauthorized Access**

Use of the service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ACW'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, is expressly prohibited and the offending ACW account is subject to immediate termination.

## **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Rights**

Use of the service to transmit any material (by e-mail, 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 is expressly prohibited and the offending ACW account is subject to immediate termination.

### **Collection of Personal Data**

Use of ACW's service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is not permitted. Any user found in violation of this policy may be reported to the appropriate authorities.

### **Network Disruptions and Unfriendly Activity**

Use of ACW's service for any activity that affects the ability of other people or systems to use ACW services or the Internet is prohibited. This includes, but is not limited to, "denial of service" (DOS) and "distributed denial of service" (DDOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or 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. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. ACW will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. Ignorance of such activity originating from a Subscriber's equipment is no excuse and service will be suspended until such time that the offense is rectified.

### **Fraud**

Fraud involves a knowingly misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it is expressly prohibited and the offending ACW account is subject to immediate termination.

### **Fraudulent Activity**

Use of ACW's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam including but not limited to "pyramid schemes," "Ponzi schemes," and "chain letters" is expressly prohibited and the offending ACW account is subject to immediate termination.

### **Distribution of Viruses or Hostile Software**

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

## **Reselling the Services**

Reselling of ACW's service without our express written authorization is prohibited.

## **Third Party Accountability**

ACW subscribers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the Acceptable Use Policy. Applicable fines may apply.

## **Mail Box Usage**

As the primary account holder, the User is responsible for all account activity. All provisions of the Acceptable Use Policy apply to the User's use of all e-mail boxes. Misuse of Extra E-mail Boxes services may result in termination of a User account. If a secondary mailbox is involved in a violation of the Acceptable Use Policy, the User's account, including all secondary mailboxes may be terminated. A terminated account will result in lost e-mail and Internet access for all Users of the account. Therefore, it is important that Users ensure everyone allowed access to their account or a secondary mailbox understands all terms of this Acceptable Use Policy as well as the consequences of violations.

## **Security**

Users are responsible for any misuse of their account, even if a friend, family member, guest or employee committed the inappropriate activity. Users must adopt adequate security measures to prevent or minimize unauthorized use of their account by taking steps to ensure that others do not gain unauthorized access to their account. In addition, Users may not use their account to breach security of another account or attempt to gain unauthorized access to another network or server.

## **Password Privacy and Protection**

An ACW User's password provides access to their account. It is therefore that User's responsibility to keep their password secure. Sharing of passwords and account access with unauthorized users is prohibited. Users should take care to prevent others from using their account since the ACW account holder will be held responsible for such use. User accounts will be terminated immediately if ACW feels a password has been compromised.

## **Network and Personal Security**

Users who violate systems or network security may incur criminal and/or civil liability. ACW will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Attempting to obtain another User's account password is strictly prohibited, and may result in termination of service. Users may not attempt to circumvent another User's authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for the original User, logging into or making use of a server or

account said User is not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to: password guessing programs, cracking tools or network probing tools.

## **Network Performance**

Some ACW accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of a User's account.

Users may not establish more than one connection to our network from their account at any one time.

Users may not provide network services from their account (for example, Users may not use their account to operate an ftp or a web server), unless their account type specifically provides for it.

Users may not engage in activities which harass other users. This includes, but is not limited to: "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizure and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors.

## **Reporting Violations of ACW AUP**

MagicWISP requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at [support@myacw.net](mailto:support@myacw.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

Failure to provide sufficient information, as deemed by ACW, will result in a dismissal of the complaint. ACW regards reports of abuse with the utmost seriousness and require legitimate information as to avoid falsely accusing Users. False accusations will result in reports filed against the reporting party to the appropriate contacts.

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

## **Response to Complaints of Acceptable Use Policy**

ACW, at its sole discretion, may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Subscriber's account
- Terminate the Subscriber's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

### **Revisions to this Acceptable Use Policy**

ACW reserves the right to revise, amend, or modify this AUP (Acceptable Use Policy, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).