

Identified below are certain uses that are inconsistent with SoVerNet's Acceptable Use Policy. This policy does not exhaustively enumerate all possible uses, acceptable or not.

LAWFUL USAGE

SoVerNet's Internet services may only be used for lawful purposes. SoVerNet cooperates fully with all law enforcement agencies in investigating unlawful activities on our network.

Customer shall not use or permit the services to be used (a) in violation of any applicable export laws and regulations; (b) in violation of any applicable federal, state or local laws or regulations, including, but not limited to, copyright laws and the Digital Millennium Copyright Act, (c) in violation of any SoVerNet policies and agreements, including but not limited to Terms of Service, Service Agreements, and this Acceptable Use Policy, as they now exist and as amended and published on SoVerNet's website; or (d) in ways that infringe the rights of others or interfere with other users of SoVerNet's network or other networks. The transmission, publication or receipt of any material in violation of any law or regulation is prohibited, including but not limited to copyright material, secret or confidential material—whether protected by trade secret or not—or any material deemed to be threatening or obscene. Unlawful access of anyone's computer system or network is prohibited.

Use of information obtained via SoVerNet lines or equipment is done at Customer's risk. SoVerNet does not accept responsibility for the content of the materials and information published by others that is accessible through the SoVerNet network, and does not accept responsibility for the violation of any laws resulting from such publication or distribution.

RESPONSIBLE USE

All SoVerNet Customers must comply with whatever rules or Acceptable Use Policies are in effect for those networks they access. If, as a result of his or her actions, a Customer infringes the rights of others, interferes with others' use and enjoyment of the services provided by SoVerNet or SoVerNet's network or other networks, causes undesired and unwarranted expense to others, or damages the name or reputation of SoVerNet, that Customer is in violation of this Acceptable Use Policy.

The referencing of SoVerNet usernames and or websites hosted by SoVerNet in unsolicited bulk email is not permitted regardless of whether that email is sent through SoVerNet's network or through another network.

UNAUTHORIZED ACCESS

SoVerNet Customers are expected to respect the right of privacy of others. Any unauthorized attempt to access or modify computer system information or to interfere with normal system operations, whether that of SoVerNet or of any computer system or network that is accessed by our services, is a violation.

INTERFERENCE WITH OTHERS

The use of our service in a way that adds unwarranted or undesired costs to others, or that interferes with others' use and enjoyment of the services provided by SoVerNet, or that damages the name or reputation of SoVerNet, is unacceptable.

Such interference may include, but is not limited to: the unsolicited, wide-scale distribution of messages or advertisements by email; the multiple postings of the same information in Usenet newsgroups; the propagation of computer viruses, worms, Trojan Horses, or other similarly damaging code ("malicious code"); malicious use or use intended to defame, harass or intimidate.

Unacceptable use also includes, but is not limited to: guessing or using passwords other than one's own; unauthorized probing; accessing information that does not have public permission; accessing any system on which one is not welcome including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

CONSEQUENTIAL ACTION

SoVerNet is solely responsible for determining if an unacceptable use has occurred. Even though SoVerNet does not review or censor materials and information which are accessible on the SoVerNet network or other networks which may be connected to the SoVerNet network, if SoVerNet becomes aware that a Customer is in violation of the law or this Acceptable Use Policy, SoVerNet reserves the right to suspend or terminate service to that Customer with or without notice.

Customers with terminated accounts wishing to reclaim any files or information lost from their home directories at the time of termination must pay a \$50.00 fee for each attempted restoration of files from a given server on a given date plus the cost of any storage media and shipping.

SPAMMING—Customers found to have made use of SoVerNet's network in sending unsolicited bulk email ("spam") will be subject to a \$500.00 fee plus \$1.00 for each message sent plus \$10.00 per complaint received. Customers found to have made use of SoVerNet's network for spamming will be subject to suspension and a reactivation fee commensurate with their level of service.

"VIRUS" DISSEMINATION—Customers found to be responsible for the dissemination of malicious code, wittingly or unwittingly, will be advised of their infection; information will be provided to aid in disinfecting their systems. For the protection of our network, Customers who do not thoroughly disinfect their systems may have their accounts suspended. Such a suspended account will not be reactivated until the Customer verifies their system is clean and that anti-virus software has been installed and is current, and will be subject to a reactivation fee commensurate with their level of service. Customers who continue to allow their systems to become infected and/or who continue to disseminate malicious code will be subject to the reactivation fee at each subsequent offense, and may be subject to account termination.