

# **Access Media 3 Inc. Statement of Acceptable Use Policy**

## 1. INTRODUCTION.

Access Media 3 Inc. ("Provider") has entered into Service Agreements to provide Internet services ("the Services") to its customers ("Members"). Provider recognizes that some of the Services may be accessible to persons who are not Members ("Non-Members"). The term "User" means a Non-Member when using the Services, or a Member, as applicable.

Provider, like many other Internet service providers, believes its Members desire unimpeded access to information over the Internet. In general (and with the exception of Provider's proprietary Web sites), Provider does not and will not monitor use of the Services or review, or exercise any control (editorial or otherwise) over, information accessible through the use of the Services (including but not limited to Web sites, email transmissions, and news and chat groups). However, through use of the Services Users may have access to, or create, materials which are illegal or expose Provider to potential liability. As a result, Provider has developed this Acceptable Use Policy ("this Policy"). This Policy should be read in conjunction with Provider's Service Agreement and other policies Provider may promulgate from time to time.

Provider reserves the right to revise, amend, or modify this Policy at any time and from time to time in Provider's sole discretion.

All Users are expected to comply with this Policy.

## 2. VIOLATIONS.

Using the Services to do any of the following is a violation of this Policy, the occurrence of which shall entitle Provider to exercise its rights and remedies as specified in Section 4 of this Policy:

- a. Sending or receiving material which, whether intentionally or unintentionally, violates any applicable statute, law, regulation, rule, order of court, or other legal authority.
- b. Harming or attempting to harm minors.
- c. Sending material which threatens or encourages bodily harm or destruction of property.
- d. Sending harassing material.
- e. Making fraudulent offers to sell or buy products, items, or services.
- f. Adding, removing or modifying identifying network header information in an effort to deceive or mislead or attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- g. Directly or indirectly sending unsolicited commercial communications.

h. Accessing, or to attempt to access, Provider's accounts with other Members, or penetrating, or attempting to penetrate, security measures of Provider'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. Infringement or unauthorized use of any copyright, trademark, patent, trade secret, or other proprietary rights.

j. Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.

k. Reselling the Services without Provider's authorization.

l. Activity which adversely affects the ability of other people or systems to use the Services or the Internet including, without limiting the generality of the foregoing, "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. (Members are responsible for ensuring that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use his or her network for illegal or inappropriate actions. A Member may not permit his or her network, through action or inaction, to be configured in such a way that gives a third party the capability to use his or her network in an illegal or inappropriate manner.)

m. Improper newsgroup postings. Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. (Usenet can be a valuable resource if used properly.) Without limiting the generality of the foregoing, the following are examples of actions which violate this Policy: continued posting of off-topic articles; "multi-posting" to 10 or more groups within a two week sliding window; canceling messages other than the Member's own messages.

n. Using a personal account for high volume or commercial use is prohibited. Users will not be allowed to host Internet servers such as FTP, email, HTTP, Netnews, etc. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web.

### 3. REPORTING VIOLATIONS OF THIS POLICY.

Provider requests that anyone who believes this Policy has been violated report the violation to Provider's Director-Abuse Department at [abuse@am3inc.com](mailto:abuse@am3inc.com). If available, please provide (a) the IP address used to commit the alleged violation, (b) the date and time of the alleged violation, and (c) evidence of the alleged violation.

### 4. PROVIDER'S RIGHTS AND REMEDIES.

Upon Provider's determination, or receipt of notice, of a violation of this Policy, Provider reserves the following rights, all exercisable in Provider's sole discretion:

**2**

- a. to issue written or verbal warnings;
- b. to suspend a Member's newsgroup posting privileges;
- c. to suspend a Member's Service Agreement;
- d. to terminate a Member's Service Agreement;
- e. to bring legal action to enjoin violations, collect damages caused by violations, or both;
- f. to restrict access to, or remove, materials that may be illegal, may subject Provider to liability, or which may otherwise violate this Policy;
- g. to provide information to and otherwise cooperate with such persons as Provider deems appropriately authorized including, but not limited to, law enforcement officials and agencies.

If a Member has been determined to have violated this Policy, then the Member will be liable to Provider for all costs and expenses, including incidental and consequential damages, incurred by Provider as a result of such violation. Provider may also assess the violating Member for administrative costs and, should Provider elect to reactivate the Services to such Member, a reactivation charge.

The rights and remedies reserved by Provider are not and are not intended to be exclusive of any other right or remedy available to Provider at law or in equity. Each and every right and remedy shall be cumulative and in addition to any other right or remedy reserved to Provider under this Policy or now or hereafter legally existing upon the occurrence of a violation of this Policy. The failure of Provider at any time or from time to time to insist, or the election by Provider at any time or from time to time not to insist, upon the strict observance by any User with of any provision of this Policy, shall not impair or be deemed in any way to have modified or waived Provider's right to insist thereafter on the strict observance or performance of this Policy or any provision of this Policy. The failure of Provider at any time or from time to time to exercise, or the election by Provider at any time or from time to time not to exercise, any right or remedy available to Provider as provided in this Policy, shall not impair or be deemed in any way to have modified or waived Provider's right to exercise thereafter such right or remedy. Every right and remedy available to Provider may be exercised at any time and from time to time and as often as may be deemed expedient by Provider.