

Acceptable Use Policy

Aplus.net and its affiliates provide to business and consumer users several information technology related services, including such services as Internet access, various electronic mail (email) packages and services, World Wide Web hosting arrangements, server colocation and other online and Internet-related services.

Aplus.net reserves the right to refuse service to any individual, company or corporation. In addition, we reserve the right to suspend or terminate service to a client whose activities may be deemed detrimental to our client base. As a courtesy, we will always attempt to contact our clients to determine if other Aplus.net plans may better suit their needs.

It is contrary to Aplus.net policy for any user of any of these services to effect or participate in any of the following activities through an Aplus.net- provided service:

1. To post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
2. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
3. To send unsolicited emailings to more than twenty-five (25) email users, if such unsolicited emailings could reasonably be expected to provoke complaints;
4. To falsify user information provided to Aplus.net or to other users of the service in connection with use of an Aplus.net service; and
5. To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through an Aplus.Net account, re-mailer, or otherwise through an Aplus.net service or using an Aplus.net account as a mail-drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect an Aplus.net service.
6. To use Aplus.net services for illegal activities and activities harmful to others computers, data, software or networks including but not limited to hacker activities, virus creation and distribution, denial of services attacks, email bombs etc.
7. To use Aplus.net services to post the following on the Internet
 - 7.1. Copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, copyrighted images; copyrighted texts etc.
 - 7.2. Displaying material that exploits children under 18 years of age;
 - 7.3. Displaying material containing nudity or pornographic material of any kind
 - 7.4. Providing material that is offensive to the online community, including but not limited to profanity, bigotry, prejudice, racism, hatred, etc.
 - 7.5. Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;
 - 7.6. Defaming any person or group;
 - 7.7. Promoting or soliciting for participation in multilevel marketing or pyramid schemes.
 - 7.8. Gathering personally identifiable information for unlawful purposes.

Agreed and Accepted,

Signature

Date

Print name and Account Number



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Furthermore it is contrary to Aplus.net's policy to send unsolicited emails to the Aplus.net provided addresses of Aplus.net customers, unless the sender has a business or personal relationship to these Aplus.net customers. This rule applies regardless of whether the sender is Aplus.net customer, or has used an Aplus.net account to send these emails.

Aplus.net considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by Aplus.net's terms and conditions of service. Engaging in one or more of these practices will result in termination of the offender's account and/or access to Aplus.net services. Aplus.Net reserves the right to redirect the homepage of any customer who uses their Aplus.Net service to send SPAM to an anti-SPAM page, until the offender stops sending unsolicited email, cancels their account or has their account terminated by Aplus.Net.

In addition, Aplus.net reserves the right, where feasible, to implement technical mechanisms which block multiple postings as described above before they are forwarded or otherwise sent to their intended recipients.

In addition to these activities, Aplus.net's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and Aplus.net will respond as appropriate to these other activities as well.

Aplus.net is located in California and most of its equipment (including equipment used to provide mail services) is located in California as well. This is a policy on unsolicited mail advertising, among other things. At the time of writing this text California law requires adherence to such a policy in certain circumstances. California law also provides for liquidated damages, in the event that such policy is not complied with. These damages start at \$25,000 per day.

Nothing contained in this policy shall be construed to limit Aplus.net's actions or remedies in any way with respect to any of the foregoing activities, and Aplus.net reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Aplus.net service, and levying cancellation charges to cover Aplus.net's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, Aplus.net reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

If you have any questions regarding this Policy, please contact support@aplust.net.

Rev. 6-26-02

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