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Saturday, November 12, 2005

Acceptable Use Policy (AUP)

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PLEASE READ THE FOLLOWING AS IT SETS FORTH THE GUIDELINES AND RULES FOR ACCEPTABLE USE OF CaribServe.NET SERVICES AND SETS FORTH CONDUCT THAT IS EXPRESSLY PROHIBITED. IF YOU DO NOT AGREE TO BE BOUND BY THIS DOCUMENT YOU MUST END YOUR USE OF CaribServe.NET SERVICES IMMEDIATELY.

INTRODUCTION

CaribServe.NET ("CaribServe.NET") has established this Acceptable Use Policy ("AUP") to enhance the use of the Internet by preventing unacceptable use. All users of CaribServe.NET Internet services (the "Services") - those who access some of our Services but do not have accounts as well as those who pay a monthly service fee to subscribe to the Services (collectively "Customers") - are bound by and must comply with this AUP. In addition, certain Services (as indicated on this website) have a service specific Acceptable Use Policy which applies to such Service in addition to this AUP.

CaribServe.NET supports unrestricted transfer of information and ideas over the Internet and does not actively monitor use of the Services under normal circumstances. Similarly, we generally do not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, in accordance with our [General Terms and Conditions](#), we may remove any materials that, in our sole discretion, may be illegal, may arguably subject us to liability, or which may violate this AUP or any additional service specific AUP.

CaribServe.NET will cooperate with law enforcement authorities in the investigation of any suspected or alleged crime. CaribServe.NET will also respond to any subpoena, court order or other legal process. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your CaribServe.NET account or other actions as detailed in Section III. Such action may be taken with or without notice depending on the severity of the violation and at CaribServe.NET's sole discretion. This AUP should be read in conjunction with our [General Terms and Conditions](#), service specific AUPs and any other policies.

CaribServe.NET reserves the right to amend, revise or modify this AUP (or any service specific AUP) at any time and such amendment, revision or modification shall be effective upon the inclusion of such in text of this AUP (or service specific AUP) and use of the Services thereafter.

As an account holder or user of CaribServe.NET Services you bear full responsibility for communications and/or content provided via your CaribServe.NET account and use of the particular Service.

CaribServe.NET does not assume the responsibility to and does not actively monitor communications provided by users or from outside sources. Unless and until notified, CaribServe.NET is not likely to be aware of any violations of this AUP or legal violations. CaribServe.NET expects all users to notify us of any legal violations, violations of this policy or other matters of concern.

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VIOLATIONS OF THE ACCEPTABLE USE POLICY

The following constitute violations of this AUP and you agree to refrain from such activities:

- A. **Illegal or Potentially Illegal Use.** Using the Services to transmit or make available any material (by e-mail, uploading, posting, or otherwise) or activity that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations promulgated there under or gives the indication that such violation may be occurring. By way of example, and not limitation, such activity would include the receipt or distribution of material potentially deemed obscene under current statutes or the offering of child pornography and related activities.
- B. **Harm to minors.** Using the Services to harm, or attempt to harm, endanger, harass, or otherwise threaten minors in any way.
- C. **Threats.** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- D. **Harassment.** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that harasses another either by the frequency of the activity or by the content.
- E. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes" and "chain letters." E-mail that consists of make-money-fast schemes, pyramid or chain letters, unsolicited commercial information and/or information offensive to the recipient is prohibited.
- F. **Forgery or impersonation.** Adding, removing, or modifying identifying network header information 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 re-mailers or nicknames does not constitute impersonation. Using deliberately misleading headers in

news postings in order to avoid spam e-mail address collectors is allowed.

- G. **Unsolicited commercial e-mail/ Unsolicited bulk e-mail.** Using the Services to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail (e.g. spamming) is prohibited. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail whether or not that e-mail is commercial in nature, are prohibited.
- H. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of CaribServe.NET'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. Security violations include but are not limited to:
1. attempts to compromise or gain unauthorized access to any other Internet account or unauthorized system
 2. altering the header of e-mail messages that conceal your e-mail address or prevents recipients from responding
 3. interfering with any user, system or network, including any denial of service attack
 4. any use or distribution of tools designed for compromising security including cracking tools, network probing tools, programs for guessing passwords or credit card numbers and any application that allows the remote control of another system without the knowledge of that systems operator.
- I. **Copyright or trademark infringement.** Using the Services 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.
- J. **Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- K. **Reselling the services.** Reselling the Services without CaribServe.NET's written authorization.
- L. **Network disruptions and unfriendly activity.** Using the Services for any activity that adversely affects the ability of other people or systems to use CaribServe.NET's Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, network services, websites or network equipment is prohibited. It is the Customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use their network or access for illegal or inappropriate actions. A Customer 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.

- M. **Multiple Logins.** Customers may not establish more than one authentication session at a time, either from two computers or from the same computer unless they have an account type that permits this usage, violation of this provision could result in excess usage charges to the customers account at CaribServe.NET's sole discretion. Accordingly, CaribServe.NET maintains the right to terminate any Customer's connection following any extended period of inactivity as determined by CaribServe.NET in its sole discretion.
- N. **Web Pages and Data Storage.** With CaribServe.NET you generally have the option of contracting for a set amount of storage area or choosing a plan that provides a set amount of storage and automatically allows excess storage above that amount for an additional charge. If you contracted only for a set amount of storage, exceeding the data storage you have contracted for on CaribServe.NET's equipment is prohibited and you agree that CaribServe.NET may, as it sees fit and without notice or liability, remove files that exceed your limit. Web pages must not violate applicable law. If access to your files or web pages by others results in excessive traffic or system loads, CaribServe.NET may remove or block access to files or web pages as it deems fit.

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ENFORCEMENT

CaribServe.NET reserves the right to suspend, block or cancel access to any and all Services when, in our judgment and sole discretion, an account may have violated this AUP. CaribServe.NET, by way of example and not limitation, may take any one or more of the following actions in response to complaints of conduct that amounts to a violation of this AUP:

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

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