

Acceptable Use Policy (AUP) for Wi-Five High-Speed Broadband Internet

What is this document?

This is Wi-Five's Acceptable Use Policy (AUP), which is part of your Terms of Service. By ordering an account from Wi-Five or by connecting to the Internet over the Wi-Five network, you accept this policy and agree to follow the rules explained in it. This document is just as binding as the Terms of Service.

We may revise this policy at will. Changes are in force as soon as the revised document is published. "Published" means uploaded to http://www.wi-five.com/images/wi-five_acceptable_use_policy.pdf

You are responsible for keeping up with the provisions of the AUP

What is an AUP?

Acceptable Use Policy or AUP. Its purpose is to describe what kinds of behavior are acceptable while you are using the ISP's services or rather, to describe what kinds of behavior are not acceptable, why this is so, and what will happen if you engage in them in violation of the AUP. Some of the rules are based on the law, and some on the Internet conventions that have developed in the last two or three decades. These conventions are not arbitrary. Internet users created them by discovering, by trial and error, what works and what doesn't.

The Internet only works if the people using it cooperate to use the Internet sensibly.

What happens if you violate the AUP?

If you do something illegal or otherwise in violation of the guidelines given here, we will take action.

- If you do something blatantly illegal or directly harmful to life or property, we may immediately suspend or close your account and shut down your access to the Internet. Especially: If you use your Wi-Five account or Wi-Five access to send unsolicited bulk messages, we will close your account.
- We are required by law to report some kinds of behavior to law enforcement, including (but not limited to) child abuse and child pornography of any kind, terrorism, hate content, and certain kinds of threats.
- If you do something less directly harmful, we will send you a warning.
- If you continue to violate the AUP, we will close your account. You have the right to disagree with us, but the decision is Wi-Five's alone.
- If someone else uses your account to do something which violates the AUP, you are still responsible and may have your account suspended or closed. If this is done without your knowledge, you are still responsible. If you can convince us that you will control access to your account more closely in future, we may reinstate your account without prejudice. In any event, whether your account is suspended or closed, Wi-Five does not owe you credit. If you lose access because of your own or your users' behavior, you will not get a refund. Outstanding charges still apply.

Some Basics

Wi-Five offers you access to the Internet. However, the Internet is not owned, operated, managed by, or in any way affiliated with Wi-Five. The Internet is a separate network of computers independent of Wi-Five. Your use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Your access to the Internet is dependent on numerous factors, technologies, and systems, most of which are beyond Wi-Five's authority and control.

Usage Limits

Wi-Five's basic residential and commercial accounts high-speed Internet access, not high-volume Internet access. Therefore, in order to keep costs within the reach of residential subscribers, Wi-Five has set usage limits. These limits are high. It is unlikely that you will reach these limits in any given month with normal Internet use. The usage amounts are what are considered regular usage and the average user.

If you want to run a server, please call Wi-Five about upgrading to a commercial account.

You may run a server for your own personal or limited family use on a residential account. Note that many peer-to-peer file-sharing systems will automatically convert your PC into a server upon installation. Because of this feature, you may be running a server without knowing it. If your

bandwidth statistics indicate a situation like this, we will contact you. You can turn off this feature in file-sharing programs. Please refer to the documentation of the particular program for information on how to do this.

Security I: Your Responsibilities

You are responsible for maintaining the security of your Wi-Five login name and password.

- Do not share them.
- Do not post them in public or private forums.
- Do not send them by email. Email is not secure.

Other members of your household may use your Wi-Five Internet access through your home network. Limit usage to family members or permanent residents of your home. You do not need to give out your Wi-Five login name and password to your users.

Giving someone outside your household your Wi-Five login name and password is called “account sharing” and is strictly prohibited.

You must not allow anyone outside your premises to connect to your home network via wires or wireless technology in order to use your Wi-Five service. If you do this, we will close your account.

You are responsible for protecting your own computer equipment from viruses, worms, and other forms of malicious software. If your computer becomes infected by a virus or worm that uses your Internet connection, you must clean it immediately. We may disconnect you from the Internet at our discretion if your infected computer is using excessive bandwidth or attempting to hack external systems.

Security II: Your Rights

Wi-Five will keep your account information confidential. This may include: Your contact information, your credit card number and expiration date, your login name and password, and your mother’s maiden name or other “secret” secondary identification phrase.

Wi-Five will maintain normal security for your data, such as email and files uploaded to your web space. No electronic storage or transmission is 100% secure. You transmit or store data on Wi-Five equipment at your own risk. Although we maintain our systems with updated security features, we cannot guarantee perfect immunity from “hacking”.

If presented with a court order or lawful process including a subpoena by a legitimate lawenforcement organization such as the police, the FBI, or the Secret Service, Wi-Five will release your private data. If we receive a subpoena in a civil matter, we will comply with the subpoena, but will notify you of its service upon us. In no other circumstance will we reveal your private information.

Wi-Five will not release your payment or login history unless required by court order.

You have the right to see your own payment and login history.

Your Personal Files

Although we back up our systems regularly, we are not liable for loss of material that you have uploaded to your space on our servers. You must maintain your own backups.

When an account closes, all its data on the servers disappears, including email and uploaded files. If we close your account for violations of the AUP, your data will be deleted and cannot be retrieved even if we reopen your account.

Obeying the Law

All applicable laws (federal, state, and local) apply to your behavior on the Internet as well as in person.

For instance, just as it is illegal to make threats against someone in person, it is illegal to make threats via email, chat, or posted messages. An illegal act in electronic form is still an illegal act.

Wi-Five has no responsibility to control your online behavior. If you break a law using the Wi-Five service, Wi-Five is not responsible or legally liable in any way. You and everyone else hold Wi-Five harmless in the event you break a law.

If you are the recipient of illegal or annoying behavior via your Wi-Five connection (for instance, if someone threatens you by email), Wi-Five is not responsible. In a case like this, the best thing to do is notify the offending person’s Internet service provider. If the situation is grave, notify law enforcement.

Unacceptable Conduct

You need to avoid certain activities in connection with your Wi-Five service besides

outright crime.

- harassing anyone
- violating anyone's privacy
- attempting to use Wi-Five as a starting point for an activity that will intentionally hurt or annoy someone
- participating in chain letters
- harassing, threatening, or abusing Wi-Five staff
- excessive posting or otherwise abusing Usenet
- sending bulk unsolicited emails (spam)
- using Wi-Five for any spam-related purpose
- making available any software, script, product, or service that will violate this AUP (this includes, but is not limited to, programs for the distribution of spam)
- forging or falsifying any information, including (but not limited to) TCP/IP packet headers or any part of the header information in an email message or Usenet posting
- email "bombing" or flooding
- any attempt to overload Wi-Five's, or any other, system
- network-unfriendly activity or "hacking" that interferes with normal network operations
- attempts to gain unauthorized access to ("hack into") Wi-Five's servers, or to access Wi-Five data, accounts, systems or networks, or to find security holes in a Wi-Five system, whether these attempts are electronic or otherwise
- any activity which could damage, disable, overload or impair Wi-Five's services
- sending scripts or data to chat programs to cause rapid scrolling and prevent people from reading the dialog members using bots on IRC
- Intentionally leaving open SMTP ports so as to allow the sending of unsolicited email by a third party. That is, if you are running a mail server on a Wi-Five account, you may not leave it open for email relay.

Please note that Wi-Five reserves the right to send announcements and other email to its customers. That is not spam. You agree to receive such email when you order a Wi-Five account.

Unacceptable Data

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, Wi-Five alone will determine whether the file or information in question is unacceptable.

Wi-Five supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of email, web pages, or other data. We do not exercise editorial control over the content of any web site, email message, Usenet posting, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate Wi-Five's policies, or may subject us to liability.

If you run your own web server, email server, or any other kind of server, you are totally responsible for those servers and their content. Make sure you are aware of any laws regarding the material you are providing, including copyright laws.

Do not upload, email, post or otherwise distribute data which is:

- unlawful or illegal under the laws of your area
- threatening
- abusive
- harassing
- libelous
- defamatory
- obscene
- deceptive
- fraudulent
- invasive of another's privacy
- tortuous (a tort is an offense prohibited by civil, not criminal, law)
- inaccurate
- intended to victimize, harass, degrade, or intimidate a person or group on the basis of

religion, gender, sexual orientation, race, ethnicity, age, disability, or any other reason

- Intended for use in distributing unsolicited bulk mail, “hacking,” or other proscribed activities.

More Unacceptable Activities

If you shouldn't do it in “real life,” you shouldn't do it on the Internet. Do not do any of these things using the Wi-Five service:

- fraud
- false advertising
- unsolicited advertising
- copyright violations
- use of trademark or service mark to which you have no rights
- trade secret violations
- Any intentional disruption of communication.

You may not use Wi-Five to work around some other ISP's rules or to abuse another service.

You may not use any part of the Wi-Five service to support an activity done elsewhere which violates this AUP. For instance, you can't link to a web site hosted at Wi-Five in unsolicited bulk email even if you send it from another service.

Appropriate Use of Usenet (Newsgroups, “Groups”)

Every news group, and in some cases a whole hierarchy of newsgroups, has its own rules. Look at the last week or so of postings to a group to find out how it works before you post something yourself. You will often find a weekly FAQ (Frequently Asked Questions) posted in a group. Please read it. It is well worth checking news search engines to see if the question you have has been asked before.

Most groups prohibit bulk posting of ads, either individually or cross-posted to multiple groups. Please note that “get rich quick” schemes are usually illegal. Advertising them through any Wi-Five service is a violation of the AUP.

Valid Email Return Addresses

You must use a valid email address in the “From” or “Sender” field of email messages. This must be your own email address, either through Wi-Five or through some other organization. Do not invent a domain name in an email address.

The reason for this, apart from courtesy, is that use of made-up names puts an unnecessary load on the Internet's root name servers. There are only a dozen or so root name servers in the whole world. Normally, for real domains, millions of computers cache (remember) information retrieved from the root name servers, which is why the Internet can manage with so few. When a made-up name is used, the local server must send a query to one of the root name servers. These important machines already have enough to do. All Internet users rely on the root name servers for anything on the Internet that uses names--web pages, email, everything--so it is not sensible to put an unnecessary load on them.

There are many strategies to reduce spam. Some of them work. For more information, visit sites such as spam.abuse.net.