

## ACCEPTABLE USE POLICY

This policy represents the Acceptable Use Policy of Integrity Online, Brazos Valley (IOLBV), applicable to you and your subsidiaries. This policy supersedes all other written and oral liability and acceptable use policies. This Policy, along with the Privacy Policy, Filter Policy and your individual Service Level Agreement form our Terms of Service (TOS). Since the Internet and online world changes so rapidly, IOLBV requests that you please check the Site periodically for changes. IOLBV may need to update or revise these policies as technology evolves. IOLBV reserves that right. These changes will be posted online at IOLBV's Site (<http://www.iolbv.com/aup.htm>) thirty days in advance of effect. The essence of the Policy is to create an environment in which every user uses the services of IOLBV responsibly by respecting the rights of other computer users and complying with laws, license agreements and contracts.

### 1. Agreement

By using any of the services offered by IOLBV, you are accepting and must comply with this policy in its entirety, and agree that IOLBV may change the terms. Violation of the guidelines below will result in action being taken against your account. This action can range from issuance of a warning, to the termination of your account, as the officers of IOLBV may deem appropriate. IOLBV reserves the right to report any offense to proper authorities if necessary. If you do not agree with either the policy or the changes, your only remedy is to cancel your service. Cancellation costs may be applied, so please refer to your individual Service Level Agreement if applicable.

### 2. Our Filtering Policy

The [Filter Policy](#) of IOLBV outlines specific categories that IOLBV blocks, as well as exceptions and special circumstances. The primary purpose of the filter is to block access to certain Internet sites, based on the possibility that those sites may contain material that may be offensive or objectionable according to the subjective standards of IOLBV. Consequently, certain sites may become unavailable to you even though you may not deem the contents of those sites either offensive or objectionable. Also, IOLBV cannot and does not guarantee that sites will be blocked which you or any other person deems offensive or objectionable. IOLBV does not warrant that the operation of the service will be uninterrupted or error-free or that any defects in the service will be corrected. You acknowledge, by the use of IOLBV's service, that Internet sites not created by IOLBV may contain objectionable material. You also acknowledge that IOLBV does not and will not assume any responsibility for such content.

Sites hosted by IOLBV must meet the criteria of our filtering policy. In line with the filter policy, IOLBV also reserves the right to monitor for questionable, objectionable and offensive material that is hosted by IOLBV. This includes web sites, web pages, domain servers, mail servers and any other service that is hosted by IOLBV. Soliciting for the exchange of or the transfer of sexually explicit images and/or material harmful to minors, including, but not limited to photograph, film, video or picture or computer generated image

or picture (actual or simulated) is not allowed from our service. For example, using your IOL email address on a forum for the solicitation of sexually explicit images and/or material harmful to minors is a violation of this agreement. Emailing other people for the solicitation of sexually explicit images and/or material harmful to minors is also prohibited.

### **3. Your Privacy**

Please see the Privacy Policy for disclosures relating to the collection and use of your personal information.

### **4. Proprietary Rights of Others**

It is unlawful to possess unauthorized copyrighted material. This includes material owned by IOLBV, as well as copyrighted material of others. IOLBV strictly prohibits the use of its services provided for the exchange, sale, purchase, download or copy of any content that infringes upon anyone's intellectual property rights, unless you have the legal right to do so. This includes but is not limited to any copyright, trademark, rights of publicity, rights of privacy or other proprietary rights. IOLBV also prohibits the exporting of software or technical information in violation of U.S. or other applicable export control laws.

Infringing upon any of the proprietary rights listed above can lead to the termination of your service and may even subject you to further legal action beyond termination. If other content owners take civil or criminal action against you, you agree to hold harmless IOLBV and its employees, business partners, related companies, affiliates, subsidiaries, officers, and agents. If your work has been copied and is accessible on IOLBV's service in a way that constitutes copyright infringement, you may notify IOLBV by sending an email to [abuse@iolbv.com](mailto:abuse@iolbv.com).

By posting or submitting content on your personal Web pages hosted by IOLBV, you are representing that you are the owner of such material or have the authorization to distribute it. By posting content on your personal Web page, you grant us the right to display, adapt, modify, promote and copy the content in any form for the purposes of, but not limited to, backing up of the server, maintenance of the server, assistance with problems or with any issues related to the TOS.

### **5. Our System and Network Security**

You may not tamper with other accounts, or commit unauthorized intrusion into any part of IOLBV system. This includes machinery, files, accounts, networks and equipment. You may not attempt to bypass the network firewall. This includes attempting to run any service on a port other than the well-known ports for that service. You may not attempt to bypass the DHCP system or use any IP address that has not been assigned to you by the DHCP server, network administrator or system administrator. You may not use any of IOLBV's machinery, equipment, files, accounts or networks to intrude into any other system without authorization.

You may not use any of the services of IOLBV not included in your account setup, or devise ways to circumvent security in order to access services you are not paying for. This clause includes, but is not limited to, the scanning of our network or other networks with the intent to breach and/or evaluate security, whether or not the intrusion results in access or not. You may not use the services provided by IOLBV to access the accounts of others or compromise the security measures of IOLBV or any other entity's systems ("hacking") even if it does not result in access.

You may not use the system in a manner that encumbers disk space, processors or other system resources beyond those allowed by the specific type of account setup. You may not make deliberate attempts to interfere with a service, overload a service or attempt to disable a host. You may not access our services to create computer malfunctions or attempt to interrupt services provided.

IOLBV will react strongly to the use or attempted use of Internet services or systems without the owner's authorization. This clause includes, but is not limited to, password cracking, defrauding others into releasing their passwords, denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, harmful alterations of services, harmful and malicious destruction of data, injection of computer viruses, distribution of viruses through the use of Services, intentional invasion of privacy, reading of files without authorization, etc. Additionally, you may not use programs, scripts, commands or send messages with the intent to interfere with a user's terminal session.

IOLBV does not allow users to sell, or rent their service to third parties, unless otherwise specified in your individual Service Level Agreement. Revealing your account password to others or allowing the use of your account by others (other than authorized users in your household) is not permitted. IOLBV does not permit the use of the same username and password combination for simultaneous login.

## **6. The Email**

You may not send unsolicited email to any account that has not specifically requested or invited such information. Our services should not be used to send unsolicited bulk advertising messages to other users (SPAM). You may not flood or cross-post newsgroups with commercial or non-commercial postings, multiple postings, or off-subject postings. For purposes of this provision, merely making one's email address accessible to the public shall not constitute a request or invitation to receive messages.

You may not continue to send email to a recipient who has requested that you discontinue such communication.

IOLBV prohibits the transmission of email that is fraudulent, harassing, libelous, defamatory, legally obscene or pornographic, threatening, abusive or hateful to non-consenting recipients. IOLBV also prohibits the posting or transmission of email advertising "make-money fast" schemes, "pyramid" or "chain" letters, including, but not limited to charity requests or petitions for signatures or other such scams.

"Mail-bombing," "news-bombing" or flooding a user or site with large or numerous email messages, Smurf attacks, Win-Nuke attacks and the abuse of other user's resources is strictly prohibited. "Mail-bombing" is defined here as sending more than ten similar email messages to the same email address. "News-bombing" is defined here as sending more than 10Mb of data to a newsgroup.

You may not forge header information, in part or in whole, of any electronic transmission that originates or passes through the Service.

IOLBV prohibit the use of your account, or network connection to collect replies of messages that are sent from any other provider that violates the rules of this Policy or those of the originating provider.

The rules and regulations contained within this Policy apply to other means of Internet-based transmissions, including, but not limited to, Internet-fax or Internet-phone.

IOLBV believe that users should respect the forum (talk groups, bulletin boards, chat rooms, etc.) when communicating ideas to others. All communications should reflect high ethical standards and mutual respect and civility. IOLBV will act strongly to those that do not comply with requests from system operators including chat room monitors. If another ISP or Internet organization reports you to IOLBV, we will take appropriate action against your account the same as we would if you had committed a violation of our Policy. Determination of whether there has been a violation of these guidelines and any resulting actions taken are at the sole discretion of IOLBV.

## **7. Termination and Cancellation of Your Account**

Either you or IOLBV may terminate or cancel your service at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with IOLBV. This includes, but is not limited to, any dispute related to, or arising out of any term in the TOS; any policy or practice of the service including guidelines, privacy or the enforcement or application of these policies; the content available or not available through the service or the Internet or any change in the content provided through the service; your ability to access and/or use of the service; or change to the fees, surcharges, applicable taxes, billing methods. IOLBV may also terminate or cancel your service at any time for any violation of the TOS by you or parties using your service.

Additionally, certain cancellation fees may apply in the event you are on an extended plan and your account is terminated or canceled before the expiration of the term of an extended plan. Please consult your Service Level Agreement to determine the terms and conditions of any cancellation fees that may apply.

## **8. Our Limitation of Liability**

All materials, information, software, products and services included in or available through IOLBV are provided "as is" and "as available" for your use. This includes, but is not limited

to email, Web page hosting, and connectivity to the Internet. IOLBV assumes no responsibility for the timeliness, accuracy, deletion, miss-delivery or failure to store email messages. The entire risk of satisfaction, quality performance, availability and accuracy of email service is with you. There is no warranty that the information or efforts provided with or in connection with the email service will fulfill any of your particular purposes or needs. The content is provided without warranties of any kind either express or implied, including, but not limited to implied warranties or merchantability, fitness for a particular purpose or noninfringement. IOLBV does not warrant that the content is accurate, reliable or correct; that this Service will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of this Service is solely at your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply.

IOLBV does not endorse, warrant or guarantee any product, content or service offered through a third party and will not be a party to or in any way be responsible for monitoring any transaction between you and third party providers of products or services. In addition, unless otherwise specified by us in your Service Level Agreement, IOLBV will not be responsible in any way for any products you purchase from a third party while using the services provided by IOLBV.

In the event that the servers for IOLBV are not functioning properly, the sole and exclusive remedy is limited to the recovery of the amount paid for the services of that month. IOLBV shall not be liable for any other damages, including but not limited to any direct, indirect, punitive, special, incidental, consequential or exemplary damages, which result from the use or inability to use the Service. This limitation applies to any and all claims of any nature, including but not limited to state, federal, tort, contract and regulatory, even if IOLBV has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, IOLBV's liability in such jurisdictions shall be limited to the extent permitted by law.

Venue for all disputes of any nature, state or federal shall be in Brazos County, Texas and or the appropriate Federal Court with jurisdiction over Brazos County.

## **9. Indemnification**

Upon request by IOLBV, you agree to defend, indemnify and hold harmless IOLBV and their employees, contractors, officers and directors from all liabilities, claims and expenses, including attorney's fees and court costs, that arise from your use or misuse of the Service. IOLBV reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with IOLBV in asserting any available defenses.

## **10. International Use of Our Services**

IOLBV makes no representation that materials on its Site are appropriate or available for use in locations outside the U.S. Accessing these materials from territories where their

contents are illegal are prohibited. Those who choose to access these Sites from other locations do so on their own initiative and are responsible for compliance with local laws.

### **11. We want you on the team**

If you believe that there has been a violation of the Policy, please report the violation to IOLBV. Please report any improper use of the services, including breaches of security, harmful access or invasion of privacy. Please report any incidents of harassment using the services provided by IOLBV. Harassment may be defined as unwelcome behavior, behavior that interferes with a user's ability to use the services of IOLBV, or behavior that creates an intimidating, hostile or offensive environment.

By using IOLBV, you are helping fight the battle against objectionable material on the Internet. IOLBV will make every reasonable effort to block offensive sites. However, new sites are being added every day and there is a possibility some site(s) might not get detected by the filter right away. If you should encounter an objectionable site, please let Site Patrol know immediately. If it qualifies for screening according to the filtering standards, it will be added to the "BLOCKED" list as soon as possible. Simply email the web site address to IOLBV ([SitePatrol@iolbv.com](mailto:SitePatrol@iolbv.com)). Together, you can help keep the Internet a safer place for all of the members.