



By connecting to the internet through this service, you are consenting to the stipulations stated below.

ACCEPTABLE USE POLICY

THIS IS THE ACCEPTABLE USE POLICY FOR INTERNET SERVICE. PLEASE READ CAREFULLY. SOCANTEL supports the free flow of information and ideas over the Internet. SOCANTEL does not actively monitor nor does SOCANTEL exercise editorial control over the content of any web site, electronic mail transmission ("e-mail"), mailing list, newsgroup or other material created or accessible over SOCANTEL Service. However, SOCANTEL reserves the right to remove any materials that, in SOCANTEL's sole discretion, are potentially illegal, may subject SOCANTEL to liability, or violate this Acceptable Use Policy ("Policy").

Your violating this Policy may result in the suspension or termination of your SOCANTEL Service. This policy should be read in conjunction with the SOCANTEL **Internet Dialup Access Service Agreement** and/or the SOCANTEL **Internet DSL Access Service Agreement**.

1. POLICY

The following are violations of SOCANTEL's acceptable use policies:

A. Using a personal account for high volume or commercial use. If you would like to receive high-volume or commercial services, please contact SOCANTEL by telephone at 570-937-4114 or on-line at socan@socantel.net for information about establishing a commercial account. Activities which are prohibited as high volume include, but are not limited to:

i) Any mailbox exceeding 10MB may, at SOCANTEL's discretion, be transferred to a compressed temporary file or storage. Customers will be notified at that time with further information. Additional megabytes may be purchased. SOCANTEL reserves the right to delete the temporary file from the server sixty (60) days after this notification.

ii) Exceeding 10MB of disk space for free Web sites. Any free Web site exceeding 10MB will be suspended until the customer brings the disk space usage under 10MB or less. Additional megabytes may be purchased. These prices may be obtained by telephone at 570-937-4114 or on-line at socan@socantel.net.

iii) Exceeding 250MB of traffic in a one month period for free Web sites. Any free Web site exceeding 250MB of traffic will be billed for the excess traffic.

B. Using SOCANTEL Service for illegal purposes or in support of illegal activities. In accordance with Paragraph 4 of the Internet Access Agreement, SOCANTEL reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities which are prohibited as potentially illegal include, but are not limited to:

i) Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software.

ii) Exporting software or technical information in violation of U.S. export control laws.

iii) Posting or e-mailing of scams such as "make-money-fast" schemes or "pyramid/chain" letters.

iv) Threatening bodily harm or property damage to individuals or groups.

v) Making fraudulent offers of products, items, or services originating from your account.

vi) Attempting to access the accounts of others, or attempting to penetrate security measures of SOCANTEL's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data.

vii) The unauthorized use of a person's name or likeness.

C. Harassing others by "mail-bombing" or "news-bombing". "Mail-bombing" constitutes sending more than ten (10) similar mail messages to the same e-mail address. "News bombing" constitutes sending more than 10MB of data to a newsgroup.

i) Sending unsolicited e-mail messages where the recipient objects to the content of the message or to the receipt of the message in general is also prohibited under this Section.

a. Customer acknowledges that they are expressly prohibited from utilizing SOCANTEL's service, SOCANTEL's equipment or any SOCANTEL's e-mail address in connection with the sending of the same or substantially similar unsolicited e-mail message, whether commercial or not, to a

large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of SOCANTEL's service, SOCANTEL's equipment or any SOCANTEL's e-mail address(es).

b. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and /or if it is sent to a recipient who has not requested or invited the message. 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.

c. Customer specifically agrees that he/she/it will not utilize the SOCANTEL service, SOCANTEL's equipment or any SOCANTEL e-mail address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or 15 or more newsgroups in a single day. A Customer responsible for these acts may be terminated at SOCANTEL's discretion. For each day upon which this provision is violated, Customer agrees to pay SOCANTEL \$10.00 per day for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, SOCANTEL may waive all or part of the applicable charge. In cases of willful violations of this provision, Customer agrees to pay SOCANTEL \$200.00 per day. SOCANTEL at its sole discretion shall determine whether such a violation was unintentional or willful. Payment by Customer under this provision shall not prevent SOCANTEL from seeking to obtain other legal remedies against member, including other damages or an injunction.

D. Revealing your account password(s) to others or allowing use of your account by others (other than authorized users in your household).

i) At no time can there be simultaneous use of the same username and password combination.

E. Forging any message header, in part or whole, of any electronic transmission, originating or passing through SOCANTEL services.

F. Distributing viruses to or from SOCANTEL systems.

G. Use of software or any device that would allow your account to stay logged on while you are not actively using SOCANTEL Service or use the account for the purpose of operating a server of any type.

H. Cross-posting advertisements for products, items, or services to ten (10) or more unrelated USENET newsgroups.

I. Posting articles to any USENET or other newsgroup, mailing list or similar forum which are off-topic according to the charter or other public statement of the forum.

J. Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.

K. Posting of binary, or excessively large, unrelated text files to non-binary news groups that have specifically requested such material not be posted in the group's FAQ (Frequently Asked Questions), charter or other public statement of the forum that such material not be posted.

L. Installation of "auto-responders", "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others.

M. Engaging in any of the above activities using the service of another provider but channeling such activities through an SOCANTEL account or re-mailer, or using an SOCANTEL account as a mail drop for responses.

2. SERVICE

Customer acknowledges that SOCANTEL's Service is intended for periodic, active use of e-mail, user newsgroups, file transfers via FTP, Internet chat, Internet games and browsing the World Wide Web. Customer further agrees not to use the service on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited.

Accordingly, SOCANTEL maintains the right to terminate a Customer's connection following any extended period or inactivity as determined by SOCANTEL.

3. LIMITED LIABILITY

SOCANTEL has no practical ability to restrict all conduct, communications or content which might violate this Policy prior to its transmission on SOCANTEL's systems, nor can SOCANTEL ensure prompt removal of any such communications or content after transmission or posting. Accordingly, SOCANTEL does not assume liability to Customer or others for any failure to enforce the terms of this Policy.

4. CHANGES IN TERM

SOCANTEL reserves the right to modify this Policy at any time. Notice of modifications to this Policy may be given to Customer by posting such changes to the SOCANTEL homepage (<http://www.socantel.net>), by e-mail, or by conventional mail.