

## **BorderBound Acceptable Use Policy**

BorderBound Communications supports our subscribers' right to privacy. We do not exercise control over the content of information created or accessed via BorderBound Communications' services. BorderBound does not accept responsibility for the content of materials and information accessible through BorderBound Communications' services. All persons and organizations, including BorderBound subscribers, are solely responsible for all materials published to the Internet, including materials and information published using BorderBound Communications' services. It is the sole responsibility of the persons or organizations that publish information to understand and comply with all applicable laws and regulations. BorderBound reserves the right to remove any materials that may potentially violate the law or this Acceptable Use Policy. BorderBound reserves the right to suspend or cancel the services of any BorderBound subscriber in the event we receive complaints that the subscriber may be in violation of any applicable law or this Acceptable Use Policy. If you have complaints about any BorderBound subscriber's violation, please contact BorderBound immediately.

In using BorderBound Communications' services you agree to accept the terms of this Acceptable Use Policy and to comply with all laws and regulations. You also agree to abide by the accepted norms of the Internet community whether stated in this policy or not.

BorderBound services are provided on an as-available basis only. BorderBound makes no guarantees on any service provided. BorderBound Communications, its subsidiaries and employees are not liable for any damages you may suffer as a result of the use of BorderBound services. BorderBound Communications, its subsidiaries and employees are not liable for any loss of profit, opportunity or data which may result from any use, misuse, delay, service interruptions, non-delivery, negligence or errors in use of BorderBound Communications' services. BorderBound accepts no responsibility for the quality or accuracy of any information obtained using BorderBound Communications' services. Subscribers are solely responsible for verifying the quality and accuracy of information they obtain through their BorderBound account(s).

BorderBound reserves the right to delete any mail left on BorderBound Communications' mail servers for over 60 days. If a single mailbox exceeds 10 MB of space on BorderBound Communications' mail servers it may be removed.

Personal web sites are provided to Internet Access subscribers free of charge. These free web sites may not exceed 10 MB of space or 250 MB of monthly traffic. In the event the site exceeds 10 MB of space it will be suspended until the subscriber brings it under 10 MB or contacts BorderBound to purchase additional space.

BorderBound Communications' Unlimited Internet Access service is intended for periodic, active use of email, newsgroups, file transfers, chat, gaming, and web browsing. Subscribers agree to use the service on these terms. You may not use the service on an inactive basis to maintain a connection. Pinging to maintain a connection is prohibited. BorderBound strictly forbids simultaneous use of an account unless a multi-user account has been purchased. You may only use your BorderBound account for interactive user sessions. Any unattended, inactive or unreasonably long user session may be terminated at BorderBound Communications' discretion.

The following are violations of BorderBound Communications' acceptable use policy:

- Using BorderBound Communications' services to engage in or support illegal activities.

- Unauthorized copying or distribution of copyrighted material.
- Exporting software or technical information in violation of U.S. exports control laws.
- Attempting to access other's accounts or attempting to bypass the security of BorderBound Communications' or other entities' computer systems (hacking) without authorization.
- Making fraudulent offers of services, products or items from your account.
- Making threats of bodily harm or property damage to others.
- Mail bombing or news-bombing. These are defined as sending or posting multiple similar messages to an email address or newsgroup.
- Using an individual's name or likeness without authorization.
- Posting or emailing "get rich quick" scams or chain letters.
- Using BorderBound accounts or facilities to send unsolicited email messages (Spamming).
- Using a BorderBound email account as a "mail drop" for replies to unsolicited messages.
- Allowing others (not including members of your household) to use your BorderBound account.
- Attempting to login to a single user account simultaneously from more than one computer or similar device. You may contact BorderBound to upgrade to another type of account.
- Distributing computer viruses or worms using BorderBound Communications' services or facilities.
- Engaging in any activity that interferes with the service of other users.

All services are contracted on a month-to-month basis unless otherwise specified. Subscribers are responsible for verifying that the Dial up number provided is a local/toll-free call. BorderBound is not responsible for any long distance charges incurred through use of BorderBound Communications' services. Subscribers are responsible for all payment of their services with BorderBound until the subscriber cancels service. Subscribers are responsible for payment regardless of account suspension or interruption. Cancellations must be submitted in writing (email notification is acceptable). BorderBound does not prorate charges for partial use of a contract term.

#### Spam Filtering / Anti-Virus Services

Any Spam filtering or anti-virus services offered by BorderBound are provided "as is" without warranty or conditions of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement.

#### Spam-filtering Acknowledgements

No Spam filtering service can eliminate all Spam email. It is possible for some sites that voluntarily or involuntarily allow Spam to be placed on the MAPS (Mail Abuse Prevention System) RBL (Real-time Blackhole List), resulting in the rejection of email from those sites by BorderBound Communications. If you are not receiving email from a site because it has been placed on the RBL, the only remedy is to contact MAPS at <http://www.mail-abuse.org/>.

#### Anti-Virus Acknowledgements

No anti-virus service can eliminate all viruses. You may still receive viruses in spite of the best efforts of BorderBound Communications. It is your responsibility to employ all prudent anti-virus measures, including the operation of fully updated anti-virus software on your local computing devices.

#### Disclaimer of Damages

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will BorderBound be liable to you for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the service even if BorderBound has been advised of the possibility of such damages.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you.

In no case shall BorderBound Communications' liability exceed your monthly fee for the service. The disclaimers and limitations set forth above will apply regardless of whether you accept the service.

BorderBound reserves the right to modify this Acceptable Use Policy without notice at any time. The latest version will be available in the Company section of the BorderBound web site.