

Acceptable Use Policy (AUP)

Clients may not use their respective accounts:

- For any purpose which violates U.S. federal or state laws
- To interfere with or disrupt network users, services or equipment including distributing unsolicited electronic mail, propagating computer worms or viruses, or using the network to make unauthorized entry to other computational, information, or communications devices or resources
- To broadcast message(s) to lists or individuals that have not explicitly expressed an interest in such messages. Unsolicited E-Mail is not acceptable
- To intentionally use programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system and which include sending messages likely to result in the loss of recipients' work or systems
- To gain unauthorized entry into any piece of electronic equipment or to scan networks looking for possibly unauthorized entry points
- In a manner that precludes or significantly hampers its use by others

Be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.

Respect the legal protection provided by copyrights, licenses and ownership of information; it is not acceptable to use your account to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources or information.

Forging E-mail or Usenet headers is expressly forbidden.

Respond Communications maintains a zero tolerance policy regarding spam originating from its network.

Respond Communications clients that send spam or repeated unsolicited e-mails can expect to be permanently disconnected. Charges may be applied to the account owner for time spent investigating and handling the complaints.

Respond Communications reserves the right to permanently suspend any account that violates its AUP.

To file a complaint for any violation of our AUP that originated within Respond's network, please e-mail with all data that supports your complaint. Since we respond to all abuse complaints, we ask that you use a real e-mail address to which we may reply.

For emergency situations (your network is the recipient of a DoS or other attack) that is originating from within Respond's network, please refer to the administrative contact listed in ARIN's database. Please be advised that any non-emergencies reported to this number may be billable.

General

- The benefits of or rights conferred are non-transferable. Use of Respond Communications Internet is expressly limited to Customer and Customer's immediate family or direct employees. Account sharing is strictly prohibited and shall be cause for immediate termination of service.
- Customer is responsible for all equipment and software necessary to connect to Respond Communications Internet.
- Customer agrees to use the service in a manner consistent with any and all applicable laws.
- Customer is responsible for all use of account(s) and confidentiality of password(s). Respond will suspend access or change access to Customer's Account(s) immediately upon notification by Customer that a password has been lost, stolen or otherwise compromised.
- Customer's use of Respond Internet services constitute Customer acceptance of Terms and Conditions.

Billing

- Customer is responsible for all local or long-distance telephone charges for connecting directly to Respond Internet.
- Customer agrees to pay Respond Communications all charges relating to use of Customer's Account(s). Customer recognizes that there is a 30 day minimum subscription period.
- Sales and use taxes, and all other applicable taxes and levies which are applicable to the provision of services shall be borne by Customer, regardless of whom the taxes and levies are or were imposed upon.
- Access is subject to credit limits and/or security deposits established by Respond. A credit limit is applied to all accounts.
- Respond may suspend Customer's access to the service if Customer exceeds his/her credit limit unless prior arrangements have been made.
- Respond reserves the right to change prices on 30 days' notice.
- All invoices are due upon receipt and payable within twenty-one (21) days unless other arrangements have been made in advance.
- Respond reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit problems including delinquent payments. A reconnection charge of \$20.00 will apply after payment of any outstanding balance.

Ownership/Copyright

- Information available on Respond Internet is the property of Respond, its Information Providers, or other Customers.
- Customer shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner.
- Information Providers shall have the right to assert and enforce such copyright provisions directly on their own behalf.
- Customer submitting information owned by Customer for publication on Respond Internet grants Respond non-exclusive permission to distribute the information product worldwide. Customer retains all rights Customer may have to such information.

Limitation Of Liability

- Respond Communications INTERNET SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.
- Neither Respond nor its Information Providers are responsible for any damages arising from Customer's use of Respond Internet or inability to use Respond Internet. There is no guarantee of message delivery. Return receipts may be requested, but there is no guarantee that the recipient's mail system will honor these.
- Respond is not responsible for Customer's personal files residing on Respond Communications Internet. Customer is responsible for independent backup of all such data.
- Customer is hereby warned that some sites accessible via Respond Communication Internet allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Respond is not responsible for inadvertent or deliberate access to such material and cannot prevent access of such materials.

Operation

- Respond reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.
- Respond reserves the right to delete Customer's personal files which have not been accessed for more than one (1) month.
- Customer understands that Respond Internet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Scheduled outages will be publicized online.
- Respond shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.
- Respond reserves the right in its sole discretion to delete any information entered into Respond Internet computer systems by Customer. Respond and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
- Customer hereby agrees that any material submitted for publication on Respond Internet through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.
- Respond, at its sole judgment, may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.
- Respond reserves the right to terminate access to service for any Customer Account(s) which have been inactive for six (6) months or longer.

- Respond may modify these Terms and Conditions upon notice published online. Customer's use of Respond Internet after such notice shall constitute Customer acceptance of such modifications.