



# Acceptable Use Policy

## INTRODUCTION

This acceptable use policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. It is not meant to be a "terms of service" or a billing guideline. We support the free flow of information and ideas over the Internet and do not actively monitor use of the services under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, electronic mail transmission, news group, or other material created or accessible over or through the services provided by HGE.NET. The AUP is meant to protect the networks, systems and employees of the HGE.NET. PLEASE READ This agreement carefully before accessing the service. By accessing the service, you agree to be bound by the terms and conditions below. **IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

## LIABILITY AND WARRANTY

The foregoing warranties set forth are exclusive and no other warranty is expressed or implied. HGE.NET exercises no control whatsoever over the content or nature of the information passing through HGE.NET's systems and network. Use of any information obtained via HGE.NET is at user's risk. The service is provided on an "AS IS" AND "AS AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, implied warranties of merchantability or fitness for a particular purpose or any warranties arising from course of dealing or usage of trade. No advice or information given by HGE.NET, its affiliates, its licensors, its contractors or their respective employees shall create a warranty. Neither HGE.NET nor its affiliates, its licensors, its contractors or their respective employees warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, cancelbots, worms, trojan horses or other harmful components. Under no circumstances shall HGE.NET, its affiliates, its licensors, its contractors or their respective employees be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the service or to access the internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure, theft or destruction or unauthorized access to alteration of or use of user's account, whether for breach of contract, negligence or under any other cause of action. in the event, HGE.net is found liable under any circumstance under the terms of this agreement, HGE.NET's committed to the unused balance of user's subscription payment pro-rated to reflect the current term. If user is dissatisfied with the

service or with any terms, conditions, rules, policies, guidelines or practices of HGE.NET in operating the service, user's sole and exclusive remedy is to discontinue using the service.

## **ILLEGAL AND PROHIBITED USE**

This section is used to address actions, content and or practices that are prohibited by law and by rules set forth by the HGE.NET. Please review the sections below before using HGE.NET's services or networks. The terms and restrictions are not negotiable. Not all services provided by HGE.NET are listed or mentioned but are bound by this document. Users found to engage in activities that HGE.NET feels are in violation of this AUP will have their accounts terminated. Violators will also be subject to any appropriate legal action and or consequences. Activities considered by HGE.NET to be a violation of this AUP are as follows but not limited to;

- Indirect or attempted violations of this AUP
- Reselling of service provided by HGE.NET.
- Services used to transmit, retransmit, distribute, post, or store any material, that in the judgment of HGE.NET that are threatening, libel, defamatory, or otherwise objectionable in any way. Harassment of users, employees, or of others will not be tolerated.
- Actions and or services prohibited by federal, state and local law
- Distribution or posting of copyrighted material including but not limited to movies and or music.
- Inhibiting any other person's use of the service provided by HGE.NET is prohibited HGE.NET reserves the right to limit, restrict and or prohibit services it provides to customers, as we feel necessary. The services mentioned apply to all users unless specifically documented.

## **EMAIL**

- HGE.NET reserves the right to limit the file size of individual email mailboxes to maximum of 10 Megabytes of storage at any one time. Individual email mailboxes found over the 10 Megabyte limit will be subject to deletion without notice. Deleted email will not be restored or saved.
- HGE.NET reserves the right to limit the maximum Transfer Limit of any one message to a maximum message size of 10 Megs.
- HGE.NET reserves the right to reject or filter email based on source address and content. Examples are, but are not limited to, virus filtering and blocking open relay mail servers.
- HGE.NET will not make back-ups of a customers email.
- The Services may not be used to transmit, retransmit, or distribute by e-mail or any other method any material that violates any condition of this Policy including, but not limited to, in the sole judgment of HGE.NET.

- Any unsolicited e-mail, whether commercial or otherwise including, but not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts.
- Solicited e-mail that contains material that otherwise violates this and any e-mail that falsifies the address or other information or any harassing e-mail, whether through language, frequency, or size of messages.
- Any e-mail "chain letters" or other "pyramid schemes";
- E-mail relayed without the express permission of that site, service, system or network.
- E-mailing the same or similar messages sent to one or more newsgroups (also known as "cross-posting" or "multiple posting").
- E-mail containing false or misleading statements, claims, or representations.
- Forging header information including, but not limited to, any attempt to circumvent the approval process for posting to a moderated newsgroup.

## **SPAM**

- HGE.NET has a "Zero tolerance" policy for what we consider Spam. Any user of HGE.NET services found to be actively distributing or engaged in the mass distribution of unsolicited emails without consent of the intended receiver will have their account(s) terminated and all future access to HGE.NET's services and network revoked.
- Customers are entitled to use email services through HGE.NET Internet. However, although HGE.NET Internet cannot control email messages incoming to your accounts, HGE.NET Internet does impose restrictions on email sent out by you through your account. Use of your HGE.NET Internet account to send unsolicited email messages of any type - whether commercial, non-commercial, for profit, or non-profit, is strictly prohibited. Any account found in violation of the provisions of this section will be immediately suspended. HGE.NET does not support the use of SPAM. If you are found using our service to send bulk un-solicited email (SPAM) your account may be terminated. HGE.NET reserves the right to use SPAM filtering programs to help limit the amount of unsolicited email our customers receive.

## **High Speed Internet Connections**

### **HGE.NET restrictions to Broadband services are:**

- **Modifications of the Broadband Termination Gear in ways other than advised by the manufacture are restricted. Abuses of this service may be subject to account termination.**

## **SERVING**

Serving of any kind is NOT allowed without express written consent from HGE.NET. Consent should be given in a separate service contract and should be producible by the customer upon request from HGE.NET.

### **Serving constitutes:**

- Email servers
- Web HTTP servers
- FTP servers
- IRC servers
- Other Listening IP services

## **OTHERS**

- **Services not listed but provided are bound by this AUP**

## **COMPLIANCE WITH THE AUP OF UPSTREAM PROVIDERS**

The AUP of HGE.NET's upstream providers also bind HGE.NET users. HGE.NET Defines "upstream provider" as any company that provides HGE.NET bandwidth and or other services. Currently HGE.NET uses services from:

- Worldcom
- Sprint
- Newsfeeds
- AT&T

## **SYSTEM & NETWORK SECURITY**

Violations of system or network security are prohibited and may result in criminal and civil liability. HGE.NET will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Port scanning, probes, data capture, denial of service, access of restricted systems
- Attempted access of systems not previously given access to
- Anything deemed "hacking" or "cracking" to the systems, network or users.
- Unauthorized access to or use of data, including any attempt to circumvent user authentication or security of any host, network, or account (hacking, cracking, port scans, or flood pings)
- Unauthorized monitoring of data or traffic Interfering with service to any user, host, system or network

- Conducting denial of service attacks
- Any attempt to disrupt service including, but not limited to, distributing or introducing viruses, worms, or other harmful software

## **USER RESPONSIBILITY**

Users need to be aware that they do not operate in a vacuum. Safe practices need to be taken by the users to protect themselves and others.

- Users are responsible for account passwords and should keep them safe
- Do NOT share account info
- Do NOT leave username and passwords in the open
- If a user feels that the account was compromised, the username and or password should be changed at once.
- Users are responsible for protecting their own equipment. Anti-virus software and personal firewalls are not required but strongly encouraged.

## **ADMINISTRATIVE DISCRETION**

HGE.NET administrators, staff, and executives have sole and final discretion over all aspects of service, the network, and this AUP. HGE.NET reserves the right to terminate any account or service without cause or prior notice.

## **VIOLATIONS AND MONITORING**

HGE.NET does not intend to actively monitor the content of web sites, e-mail, news groups, or material created or accessible over its services. HGE.NET reserves the right to monitor such services or any services on or within our network.

### **Reporting Violations and complaints**

Violations, attempted violations, and or concerns should be addressed to [abuse@HGE.net](mailto:abuse@HGE.net) via Email or call 1-413-536-9444 between 8:00 am and 4:00 pm EST. When reporting anything to HGE.NET please include;

- The IP address used to commit the alleged violation
- The date, time and time zone of such violation.
- Evidence of the violation including, if applicable, full headers from emails, firewall logs, traffic dumps (example, the \*.enc files generated by Network Ice's Black Ice program or "hex" dump from any other firewall or IDS system) or information pertaining to the events in question.
- Do not send excerpted parts of a message; sending the entire message with full headers helps prevent misunderstandings based on incomplete information or information taken out of context.

- HGE.NET has sole judgment and discretion on how we enforce this AUP. Guidelines as to punishment and legal action will be in accordance with the company's legal department and administrative discretion.

## **REVISIONS**

Changes to this AUP are considered effective immediately and it is the end user's responsibility to stay current. HGE.NET can make changes to the AUP at any time without notice. Changes to this document will be available on HGE.NET's web page.