

Xplornet - Internet Acceptable Use Policy

In choosing to use Xplornet Internet Services (the "Service"), you agree that you will not initiate or participate in any of the following activities through or in connection with the Service, which constitute examples of improper use of the Service and therefore are prohibited. Engaging in one or more of these practices may result in suspension or termination of your access to and use of the Service. You may not:

1. Unless designated as a Value Added Reseller by Xplornet Enterprise Solutions, resell, share or otherwise distribute the Service or any portion thereof to any third party; or provide network services to others via the Service;
2. Use the Service for illegal purposes or for the transmission of material that is known to be false, unlawful, harassing, libelous, defamatory, profane, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, sexually explicit, hateful or otherwise objectionable; to post material, non-public information about companies, without the authorization to do so; to post or transmit third-party copyrighted information or in any way infringe on the intellectual property, contractual, or fiduciary rights of others; for the transmission of junk mail or chain letters, or to distribute bugs, viruses or such other harmful elements; to post improper messages; or to violate the letter or spirit of the General Terms and Conditions, which is available at www.xplornet.com/commercial-services;
3. Post messages substantially similar in content to ten (10) or more news groups, forums, automated e-mail lists or other similar groups or lists (each a "List") or intentionally post to any List any content or information that violates or is otherwise inconsistent with the terms of use or other owner published description of the group or List;
4. Send any spam, unsolicited mass distribution of e-mail or other solicitations, or otherwise unsolicited e-mail. Except as otherwise defined under applicable law; "unsolicited e-mail" does not include any message (i) addressed to an individual with whom the sender has a pre-existing and ongoing business or personal relationship, (ii) received from a noncommercial organization or entity of which the individual is a pre-existing member or (iii) posted to a List that does not otherwise violate this policy;
5. Falsify member information provided to Xplornet or to users of the Service in connection with use of the Service or impersonate someone else, including but not limited to either a Xplornet employee or non-employee serving with Xplornet's authorization as a chat moderator;
6. Engage in any of the foregoing activities by using the service of another provider, but channeling such activities through a Xplornet account or using a Xplornet account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Service;
7. Improperly restrict, inhibit, or degrade any other member's use of the Service, or restrict, inhibit, disrupt, degrade or impede Xplornet's ability to deliver the Service and monitor its delivery of the Service;

8. Install automated search and retrieve programs or similar automated and manual routines, which generate excessive amounts of net traffic;
9. Engage in any activity that compromises or threatens Xplornet's ability to provide the Service in a reasonable and efficient manner. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, and multi-user interactive forums, and providing Internet access to others through a dial-up connection, multi-user interactive forums, or similar means;
10. Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations.
11. Engage in any activity that compromises or threatens Xplornet's ability to provide the Service in a reasonable and efficient manner. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, and multi-user interactive forums, and providing Internet access to others through a dial-up connection, multi-user interactive forums, or similar means;
12. Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations.

Xplornet reserves the right to implement technical mechanisms which block postings and messages which, in Xplornet's sole discretion, violate this policy before they are forwarded or otherwise sent to their intended recipients. Xplornet also reserves the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, limiting the amount of emails that can be sent in specific time periods, regular system monitoring, as well as port scanning and shutting down of ports affected by viruses, worms or other malicious code and disclose any information concerning users necessary to satisfy any law, regulation or lawful request.

Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Xplornet's or a third party's network, data or information. Users are unauthorized to monitor Xplornet's or third party's data, systems or network traffic. Users are prohibited from interfering with the provision of service to any user, host or network by any means including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited from forging any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

Neither Xplornet nor any of its affiliates attempt to censor or monitor the use of the Service by the Customer or User and except as provided herein, have no control over such use. The User of the Service assumes total responsibility and risk for access to or use of Content and for the use of the Service.

Xplornet does not guarantee privacy to users of the Service. Xplornet therefore recommends that the Service not be used for the transmission of confidential information.

Nothing contained in this policy shall be construed to limit Xplornet's rights or remedies in any way with respect to any of the foregoing activities, and Xplornet reserves the right to take any and all additional actions that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this policy, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover Xplornet's costs in the event of termination of access to the Service. In addition, Xplornet reserves at all times all available rights and remedies with respect to such activities at law or in equity.

This policy may be clarified or modified periodically. Any member who does not agree to abide by all of the terms of this policy should not continue to use the Service.

The failure of Xplornet to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible and the remaining portions will remain in full force and effect.