



DC Access Acceptable Use Policy

Through use of DC Access Services ("Services"), Subscriber is subject to, and agrees to be bound by, the terms of this Acceptable Use Policy ("AUP"). This AUP should be read in conjunction with the DC Access Services Agreement for your particular Service and the DC Access Privacy Policy. If you do not agree to comply with this AUP, you must not sign up for DC Access Services; if Services have commenced, you should immediately stop your use of the Services and notify DC Access of your non-compliance and desire to terminate your account. DC Access, in its sole discretion, may deny or restrict your use of the Services or immediately terminate your Services if any use under your DC Access account violates this AUP.

1. Violations of this Acceptable Use Policy

Subscriber agrees that any violation of this AUP will result in grounds for termination, including, but not limited to, the following activities:

- (1) transmitting, uploading, posting, receiving, storing, or presenting material or data that, intentionally or unintentionally, violates any local, state, national or international law, or any rules or regulations that have the force of law, including, but not limited to, material or data regarding illegal goods or services, illegal substances, prostitution, illegal drugs, illegal weapons, terrorism, or other conduct that would constitute a criminal offense;
- (2) making fraudulent offers to sell or buy products, items, or services or to advance any type of illegal financial activity such as "pyramid schemes," "Ponzi schemes," or fraudulently charging credit cards;
- (3) engaging or promoting gambling in violation of any laws;
- (4) harming, attempting to harm or exploiting minors in any way, including, but not limited to, the use of the Services to receive, distribute, solicit, present, or store illegal images or URLs containing child pornography, or to post or disclose personal identifiable information or private information of individuals under the age of 13 or in connection with materials directed towards children under the age of 13 without verifiable parental consent;
- (5) uploading, transmitting or posting any material that (i) threatens, harasses, defames or encourages bodily harm or destruction of property of governments, groups, organizations or individuals, or (ii) espouses, promotes or incites racism or bigotry;
- (6) transmitting or facilitating unsolicited commercial email or unsolicited bulk email, including, but not limited to, use of another Internet service to send spam to divert users to your site hosted on or through DC Access's network, whether or not the messages were originated by you, under your direction, or by or under the direction of a third party;



- (7) attempting to impersonate any person or entity, engaging in sender address or network header falsification, or forging anyone else's digital or manual signature;
- (8) transmitting, uploading or posting any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, incorporating a third party's trademark within an email address without the prior permission of the trademark owner, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- (9) collecting, or attempting to collect, personal information about third parties without their knowledge or consent or under false pretenses;
- (10) canceling email messages other than your own email messages;
- (11) accessing, or to attempting to access, the accounts of others without their knowledge or consent; or penetrating, or attempting to penetrate, security measures of DC Access or another entity's or person's computer software or hardware, electronic communications system, or telecommunications system, including, but not limited to, misusing or abusing account access and passwords of others; using or distributing tools designed to compromise security of computer systems or networks; or compromising the security of any Internet account or website
- (12) engaging in activities that disrupt or degrade the use of or interfere with the ability of other people to effectively use the network or any connected network system, service or equipment including using or distributing, among other things, Internet viruses, worms, Trojan Horse programs, password guessing programs, decoders, keystroke loggers, cracking tools, packet sniffers, flooding of a network, encryption circumvention devices or unauthorized port scanning;
- (13) participating in the collection of a very large number of email addresses, screen names, or other identifiers of others without their prior consent, or participating in the use of software, including spyware, designed to facilitate this activity;
- (14) routing or relaying traffic between unknown third parties or as a source of denial of service attacks, worms, or other service sending traffic to unknown third parties. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use your network in an illegal or inappropriate manner;
- (15) to resell or advertise to resell the Services without DC Access's authorization;
- (16) scheduling or programming automated logins to the Service; or
- (17) as a replacement for residential or commercial Internet access or for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.



In addition, any material or conduct in connection with the use of the Services that DC Access believes to be unlawful, offensive or harmful will be considered a violation of this AUP.

2. Reporting Violations of this Acceptable Use Policy

DC Access requests that anyone who believes that there is a violation of this AUP direct the information to DC Access immediately. If available, please provide the following information:

- (1) the IP address used to commit the alleged violation;
- (2) the date and time of the alleged violation, including the time zone or offset from GMT; and
- (3) evidence of the alleged violation.

When reporting an issue regarding unsolicited email, please provide a copy of the email messages with full headers, as the full header provides all of the above information. Other situations may require different methods of providing the necessary information, which will be determined by DC Access at the time of reporting.

3. DC Access Response to Violations of this Acceptable Use Policy

DC Access may, but is not required to, monitor your compliance with the terms this AUP. Subscriber acknowledges that DC Access has the right, but not the obligation, to pre-screen, refuse, or remove any content available from your use of the Services, including, but not limited to, content that violates the law or the terms of this AUP.

Upon receipt of a complaint, or any other notice making DC Access aware of a possible AUP violation, if DC Access determines that a violation of this AUP has occurred, one or more of the following actions may be taken without notice to Subscriber:

- (1) issuance of a written or verbal warning;
- (2) removal of any content that violates this AUP;
- (3) suspension of Subscriber Services for a certain period of time;
- (4) termination of Subscriber Services;
- (5) removal, blockage or other prevention of access to any and all websites;
- (6) require that Subscriber pay for administrative costs and/or reactivation charges resulting from DC Access response to violation of AUP; or
- (7) commencement of legal action to enjoin violations and/or to collect damages, if any, caused by violations.



4. Miscellaneous

The failure of DC Access to enforce this AUP will not be construed as a waiver of any right to do so at any time. If any section of this AUP is held invalid or unenforceable, the remaining sections will remain in full force and effect. The applicable sections of your Services Agreement, regarding indemnification and governing law, are applicable to this AUP and will survive any termination of your Services or account with DC Access.

5. Revisions to this Acceptable Use Policy

DC Access may revise, amend, or modify this AUP from time to time, without prior notice to Subscriber. Notice of any revision, amendment, or modification will be posted on the DC Access website and will be effective on the date noted in the posting. By continuing to use the Services you agree to and accept any and all changes, amendments or modifications are to this AUP.