

# Managed Network System, Inc.'s Acceptable Use Policy

## 1. Introduction

MNSi supports the free flow of information and ideas over the Internet. MNSi does not actively monitor nor does MNSi exercise editorial control over the content of any Web site, electronic mail transmission, mailing list, newsgroup, or other material created or accessible over MNSi's Service. However, MNSi reserves the right to remove any materials that, in MNSi's sole discretion, are potentially illegal, may subject MNSi to liability, or violate this Acceptable Use Policy ("Policy"). Your violating this Policy may result in the suspension or cancellation of your MNSi Service. This Policy should be read in conjunction with MNSi's Internet Access Agreement.

## 2. Acceptable Use Policies

The following constitute violations of MNSi's Policy:

- 2.1. Using a personal account for high volume use. If you would like to establish and utilize a high-volume account, please contact MNSi's Corporate Sales Department at (888) 310-6674. Activities which are prohibited for Subscribers with personal accounts include, but are not limited to:
  - 2.1.1. Maintaining a mailbox exceeding 10 MB. A mailbox exceeding 10 MB may, at MNSi's discretion, be deleted. Subscribers will be notified at that time with further information.
  - 2.1.2. Exceeding 20 MB of disk space for free Web sites. Any free Web site exceeding 20 MB will be suspended until the Subscriber brings the disk space usage under 20 MB. Or, additional megabytes may be purchased. These prices may be obtained by calling (888) 310-6674.
  - 2.1.3. Exceeding 300 MB of traffic in a one month period for free Web sites. Any free Web site exceeding 300 MB of traffic will be billed for the excess traffic. Traffic over 300 MB will be charged \$.10 per MB.
- 2.2. Using MNSi's Service for illegal purposes or in support of illegal activities. In accordance with Section 5 of the Internet Access Agreement, MNSi reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities which are prohibited as potentially illegal include, but are not limited to:
  - 2.2.1. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software.
  - 2.2.2. Exporting software or technical information in violation of Canadian or U.S. export control laws.
  - 2.2.3. Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
  - 2.2.4. Threatening bodily harm or property damage to individuals or groups.

- 2.2.5. Making fraudulent offers of products, items, or services originating from your account.
  - 2.2.6. Attempting to access the accounts of others, or attempting to penetrate security measures of MNSi's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data.
  - 2.2.7. The unauthorized use of a person's name or likeness.
- 2.3. Harassing others by 'mail-bombing' or 'news-bombing.' 'Mail-bombing' constitutes sending more than ten similar mail messages to the same email address. 'News bombing' constitutes sending more than 10MB of data to a newsgroup.
- 2.3.1. Sending unsolicited electronic mail (email) messages where the recipient objects to the content of the message or to the receipt of the message in general is also prohibited under this Section.
    - 2.3.1.1. Subscribers acknowledge that they are expressly prohibited from utilizing MNSi's Service, MNSi's equipment, or any MNSi email address in connection with the sending of the same or substantially similar unsolicited email message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of MNSi's Service, MNSi's equipment, or any MNSi email address (es).
    - 2.3.1.2. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and/or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public shall not constitute a request or invitation to receive messages.
    - 2.3.1.3. Subscriber specifically agrees that he/she will not utilize MNSi's Service, MNSi's equipment, or any MNSi email address in connection with the transmission of the same or substantially similar unsolicited message to fifty or more recipients or fifteen or more newsgroups in a single day. A Subscriber responsible for these acts may be terminated at MNSi's discretion. For each day upon which this provision is violated, Subscriber agrees to pay MNSi \$10.00 per day for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, MNSi may waive all or part of the applicable charge. In cases of willful violations of this provision, Subscriber agrees to pay MNSi \$200.00 per day. MNSi at its sole discretion shall determine whether such

a violation was unintentional or willful. Payment by member under this provision shall not prevent MNSi from seeking to obtain other legal remedies against member, including other damages or an injunction.

- 2.4. Revealing your account password to others or allowing use of your account by others (other than authorized users in your household). At no time may there be simultaneous use of the same username and password combination.
- 2.5. Forging any message header, in part or whole, of any electronic transmission, originating or passing through MNSi's Service.
- 2.6. Distributing viruses to or from MNSi's Service.
- 2.7. Use of software or any device that would allow your account to stay logged on while you are not actively using MNSi's Service or use the account for the purpose of operating a server of any type. (See section 3 below).
- 2.8. Cross-posting advertisements for products, items, or services to ten or more unrelated USENET newsgroups.
- 2.9. Posting articles to any USENET or other newsgroup, mailing list or similar forum which are off-topic according to the charter or other public statement of the forum.
- 2.10. Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.
- 2.11. Posting of binary, or excessively large, unrelated text files to non-binary newsgroups that have specifically requested such material not be posted in the group's FAQ (Frequently Asked Questions), charter or other public statement of the forum that such material not be posted.
- 2.12. Installation of 'auto-responders', 'cancel-bots', or similar automated or manual routines which generate excessive amounts of Net traffic, or disrupt Net newsgroups or email use by others.
- 2.13. Engaging in any of the above activities using the service of another provider but channeling such activities through an MNSi account or re-mailer, using an MNSi account as a mail drop for responses, or using an MNSi hosted web site

### **3. Unlimited Service (Dialup Customers Only)**

Subscriber acknowledges that MNSi's Service is intended for periodic, active use of email, user newsgroups, file transfers via FTP, Internet chat, Internet games, and browsing the World Wide Web. Subscriber further agrees not to use the Service on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited as is port scanning. Accordingly, MNSi maintains the right to terminate Subscriber's connection following any extended period of inactivity as determined by MNSi or after the duration of Subscriber's connection exceeds six consecutive hours.

You agree that the Service is intended as a single computer, interactive account. Connecting multiple computers or maintaining a non-interactive connection is not permitted. Non-concurrent connections may be made on multiple computers.

#### **4. MNSi Assumes No Liability**

MNSi has no practical ability to restrict all conduct, communications, or content which might violate this Policy prior to its transmission on MNSi's systems, nor can MNSi ensure prompt removal of any such communications or content after transmission or posting. Accordingly, MNSi does not assume liability to Subscribers or others for any failure to enforce the terms of this Policy.

#### **5. Revisions to this Policy**

MNSi reserves the right to amend, alter, or modify the Policy at any time and in any manner. Any amendment, alteration, or modification is effective immediately upon posting on MNSi's Web site ([www.MNSi.net](http://www.MNSi.net)).

MNSi members agree to abide by our Member Policies.

MNSi Privacy Policy

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