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ACCS.net - Acceptable Use Policy

1. This Attachment, "accs.net,inc. Acceptable Use and Your Responsibilities" sets forth the accs.net,inc. ("ACCS") policy on the acceptable use by you of the Service, which includes your optional Personal Web Space. It is designed to help protect the Service, ACCS customers and the Internet community, from irresponsible or illegal activities.
2. ACCS reserves the right to decline to provide Service to you, or immediately to terminate your Service for material breach, if your use of the Service or your use of an alias or the aliases of additional users on your account, whether explicitly or implicitly, and in the sole discretion of ACCS: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy.
3. You may not use the Service as follows:
 - (a) for any unlawful, improper or criminal purpose or activity;
 - (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason;
 - (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address of ACCS or any other entity, or to attempt to penetrate or penetrate security measures of ACCS or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; to scan or attack any other ACCS user;
 - (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks;
 - (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Services;
 - (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet;
 - (g) to export software or any information in violation of US export laws.
 - (h) to resell the Service or engage in similar activities, commercial or non-commercial, which constitute resale, use of the Service for high-volume or commercial purposes or as a dedicated or quasi-dedicated line. Note, openly sharing the internet connection through an unsecured means (specifically, wireless and WiFi) constitutes reselling.
 - (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters;
 - (j) to damage the name or reputation of ACCS, affiliates and subsidiaries, or any third parties;
 - (k) to transmit confidential or proprietary information, except solely at your own risk;
 - (l) to violate ACCS' or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights;

(m) to use more than one IP address;

(n) to generate or consume excessive amounts (as determined by ACCS in its sole discretion) of Internet traffic, or to disrupt net user groups or email use by others;

(o) to engage in activities designed to or having the effect of degrading or denying Service to ACCS users or others (including activities that compromise a server, router, circuit or software);

(p) to use your ACCS account for the purpose of operating a server of any type;

(q) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate,;

(r) to host any type of commercial website in your personal webspace or gain any type of monetary revenue from your personal website. We offer separate web hosting packages for businesses.

(s) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service;

(t) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet;

(u) to impersonate any person or using a false name while using the Service;

(v) install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others;

(w) to make false or unverified complaints against ACCS or otherwise abusing any of ACCS complaint response procedures;

(x) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service

4. Copyright Infringement/Repeat Infringer Policy. ACCS respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, ACCS' systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of ACCS to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to ACCS alleging facts which are a violation by the subscriber or account holder of ACCS's Policy prohibiting infringing activity involving ACCS's systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, ACCS expressly reserves the right to terminate or suspend the service of any subscriber or account holder if ACCS, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action.

5. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify ACCS if you become subject to any such order.

6. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Services and shall not impersonate any person or use a false name while using the Services. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with ACCS and provide requested information in connection with all security and use matters. You agree to promptly notify ACCS if you suspect unauthorized use of the Service or of your UserID. You remain liable for unauthorized use until your notification to ACCS.

7. ACCS reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.

8. ACCS reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.