

INTERNET ACCESS AGREEMENT

This is GIAC's Acceptable Use Policy for proper Internet use and etiquette for our customers, present and future. Refer to this document to understand both your obligations to GIAC and other Internet users, and what you should expect from GIAC.

The following terms and conditions establish a binding agreement between you and GIAC. Using GIAC's systems and equipment for your Internet access account constitutes a binding agreement between you and GIAC. By using GIAC for your Internet Access you hereby agree to abide by each and every term, and agree to pay all appropriate usage fees. GIAC reserves the right to suspend or terminate a Client's Account without prior notice for any reason and the user consents to the suspension and termination of the account for any reason.

UNLIMITED ACCESS

Unlimited access to GIAC services is defined as interactive human use of services by one computer. Use of ping, automated email checking, or any other automated program with the intent of facilitating a continuous connection is expressly prohibited, and may result in suspension or termination of Client's account.

EMAIL USAGE

GIAC reserves the right to remove very large Email messages that cause problems with our Email services. GIAC also reserves the right to erase a customer's Email messages under the following circumstances:

- 1) Email that has been left on the GIAC Email server for over 30 days;
- 2) A GIAC customer who fails to pay for their Internet Service;
- 3) a GIAC customer who cancels their service;
- 4) A GIAC customer violates any part of this agreement.

PAYMENT PROCESS

GIACs payment policy for is as follows:

- 1) ISP service will not be started until payment for the current month and the next month are received.
- 2) Payment for service is due the first of the month before the service month (e.g. the payment for **July's** service is due **June 1st**).
- 3) When payment is received it will be credited to the customer's service account. Multiple month pre-payment is acceptable. If the customer cancels service before the account balance is expended, the any unused funds are fully refunded to the customer.
- 4) If the service account does not have sufficient funds by the first day of the service month, service will be suspended, and the customer will be notified via US Mail.
- 5) To re-activate a suspended account, the customer must pay GIAC all past due amounts, current and next month fees and a ten dollar (\$10) re-activation fee.

GIAC will attempt to notify users of insufficient funds status, but may terminate your account without prior notice.

GIAC reserves the right to deny service to anyone providing false billing and/or contact information.

GIAC reserves the right to deny re-activation of suspended accounts.

GIAC customers are responsible for providing updated billing and/or contact information as necessary. GIAC reserves the right suspend service to any customer, if we discover that they have provided false billing and/or contact information or if they fail to provide us current information.

PROHIBITED ACTIVITIES

The term "materials" means data of any type capable of being posted or transmitted onto the Internet through GIAC, including material in print, graphic or pictorial form.

When using GIAC:

- Defamation - You agree not to post or transmit any materials in violation of any applicable law.
- Fraud - You agree not to post or transmit any fraudulent materials on or through GIAC. This means any materials that you know or have reason to know are false, and that you intend for others to rely on.
- False Advertising - You agree not to post or transmit on or through GIAC any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
- Unsolicited Advertising - You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other customers, individuals, or entities. You agree that, if you violate this point, you will accept all GIAC charges and fees associated with this violation.
- Copyright Violations - You agree not to post or transmit on or through GIAC any materials that infringe another person's or entity's copyright in all or any part of the materials.
- Trademark, Service Mark, and Trade Dress Violations - You agree not to post or transmit on or through GIAC any materials that infringe another person's rights in its trademark, trade dress, or service mark.
- Trade Secret Violations - You agree not to post or transmit on or through GIAC any materials that reveal trade secrets belonging to another person, business, service, or other entity.
- Obscenity - You agree not to post or transmit any obscene or sexually explicit images or other content on or through GIAC.
- Harassment, Threats, and Abuse - You agree not to use GIAC to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racially, ethnically, or otherwise objectionable materials.
- False Pretenses - You agree not to use GIAC to impersonate any person, including but not limited to, a GIAC official or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.

- Chain Letters - You agree not to post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through GIAC.
- Inappropriate Content - You agree not to post or transmit on or through GIAC materials that are patently inappropriate material, e.g., materials or topics not related to the topics focused on by the participants in a particular news group or mailing list.
- Scrolling - You agree not to cause the screen to "scroll" faster than other Subscribers or users are able to type to it, or any action to a similar disruptive effect on or through GIAC.
- Disruptive Activities - You agree not to use GIAC to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other customers, users, individuals, or entities.
- Violations of Service Providers' Rules - You agree not to use GIAC to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- Multiple Access - GIAC reserves the right to suspend or cancel an account that is used for multiple and/or simultaneous accesses. GIAC also reserves the right to charge additional monthly fees for multiple accesses equal to the maximum number of accesses per account per month.
- Systems Abuse - You agree not to abuse GIAC's system by causing any harm to the system so that it inhibits other users' ability to effectively use the system.
- SPAMMING - or unsolicited mass e-mailing to persons, entities, or Usenet newsgroups is expressly prohibited. Associating a GIAC e-mail account, a GIAC hosted web page, or any GIAC or BooNet logo or identification with a SPAMMING effort is also prohibited. Any form of SPAMMING will result in the suspension or termination of the Client's account without prior notice.
- Re-activating Suspended Accounts - GIAC reserves the right to charge a \$10.00 re-activation fee from the client in the event that GIAC management approves a client's request for the re-activation of a suspended account. Payment of this fee may be required prior to re-activation.

The re-activation charge will not be required in the following two circumstances:

- 1) In the event that an account is suspended upon request of the client with approval of GIAC.
- 2) In the event that the account is seasonally suspended as part of a special GIAC Internet account promotion and the client is in good standing with GIAC.

PERSONAL WEB PAGE ACTIVITY

Personal web pages hosted by GIAC are limited to 200 megabytes of transfer per month. Personal web pages that exceed this limit will be subject to billing under BooNet's base commercial Web Page services terms.

VIOLATIONS OF SPAM AND USENET ABUSE POLICY

Violation of any of these terms will result in immediate termination of GIAC services. In addition, these activities in violation of GIAC's clearly stated NO SPAM policy will be considered extra billable services rendered by GIAC. Such Services are provided at a cost of \$500.00 per instance.

GIAC reserves the right to charge the user's Credit Card, if on file for payment of other GIAC services. In the event that the user pays for their services in cash, check, or means other than Credit Card, GIAC reserves the right to invoice and hold the user responsible for the fee of \$500 per instance where the user violates the terms of the GIAC Usage Policy as it addresses SPAM and UseNet Abuse. If the user has prepaid for other services that have been suspended because of an instance of this sort of violation, GIAC reserves the right to apply any and all prepaid amounts to this \$500 fee per instance of SPAM abuse.

The GIAC user also agrees to the immediate termination of use of any and all GIAC services for violation of any of these terms.

RESPONSIBILITY FOR CLIENT DATA AND WEB PAGE CONTENT

Unless otherwise established by contract between the client and GIAC, the client is responsible for maintaining backups of any data stored on GIAC-owned equipment. GIAC shall not be held liable for any losses resulting from loss of customer data.

For information on email scams and frauds check out

<http://www.oregonisonline.com/users/stewart/scam.htm>
<http://www.mcs.net/~jcr/junkemaildeal.html>