

# Acceptable Use Policy (AUP) for Westcom Broadband High-Speed Internet Access

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What is this document?

This is Westcom Broadband's ("Westcom") Acceptable Use Policy (AUP), which is part of your Terms of Service. It incorporates by reference the Terms of Service agreement. By ordering an account from Westcom or by connecting to the Internet over the Westcom network, you accept this policy and agree to follow the rules explained in it. This document is just as binding as the Terms of Service.

We may revise this policy from time to time. Changes are in force as soon as the revised document is published. "Published" means uploaded to <http://westcombb.com/Documents/WestcomAcceptableUsePolicy.htm>

You are responsible for keeping up with the provisions of the AUP. However, there is nothing peculiar or tricky in this document, nor will there be in future. Courteous, law-abiding behavior almost always falls within the limits of the AUP.

What is an AUP?

Every reputable Internet provider has an Acceptable Use Policy, or AUP. Its purpose is to describe what kinds of behavior are acceptable while you are using the ISP's services--or rather, to describe what kinds of behavior are not acceptable, why this is so, and what will happen if you engage in them in violation of the AUP.

Some of the rules are based on the law, and some on the Internet conventions that have developed in the last two or three decades. These conventions are not arbitrary. Internet users created them by discovering, by trial and error, what works and what doesn't.

The Internet only works if the people using it cooperate to use the Internet sensibly.

What happens if you violate the AUP?

If you do something illegal or otherwise in violation of the guidelines given here, we will take action.

1. If you do something blatantly illegal or directly harmful to life or property, we may immediately suspend or close your account and shut down your access to the Internet. Especially: If you use your Westcom account or Westcom access to send unsolicited bulk messages, we will close your account.
2. We are required by law to report some kinds of behavior to law enforcement, including (but not limited to) child abuse and child pornography of any kind, terrorism, and certain kinds of threats.
3. If you do something less directly harmful, we will send you a warning.
4. If you continue to violate the AUP, we will close your account. You have the right to disagree with us, but the decision is Westcom's alone.
5. If someone else uses your account to do something which violates the AUP, you are still responsible and may have your account suspended or closed. If this is done without your knowledge, you are still responsible. If you can convince us that you will control access to your account more closely in future, we may reinstate your account without prejudice.

In any event, whether your account is suspended or closed, Westcom does not owe you credit. If

you lose access because of your own or your users' behavior, you will not get a refund. Outstanding charges still apply.

## Some Basics

Westcom offers you access to the Internet. However, the Internet is not owned, operated, managed by, or in any way affiliated with Westcom. The Internet is a separate network of computers independent of Westcom. Your use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Your access to the Internet is dependent on numerous factors, technologies, and systems, most of which are beyond Westcom's authority and control.

## Usage Limits

Westcom's usage limits are high compared to other residential services. It is unlikely that you will reach these limits in any given month.

The Westcom residential account includes a given amount of bandwidth usage per month (see your specific plan for details), to be spread reasonably over the days of the month (that is, not all used in such a short period of time that other network connections are disrupted or slowed down). If you use more than your limit, you will be charged a rate of \$.01 [is this right] per megabyte above your allocated amount for that month.

## Security I: Your Responsibilities

You are responsible for maintaining the security of your Westcom email password.

- Do not share them.
- Do not post them in public or private forums.
- Do not send them by email. Email is not secure.

Other members of your household may use your Westcom Internet access through your home network. Limit usage to family members or permanent residents of your home. You do not need to give out your Westcom login name and password to your users.

Giving someone outside your household your Westcom email password is called "account sharing" and is strictly prohibited.

**You must not allow anyone outside your premises to connect to your home network via wires or wireless technology in order to use your Westcom service.** If you do this, we will close your account and charge you usage fees for all unauthorized users.

## Security II: Your Rights

Westcom will keep your account information confidential. This may include: Your contact information, your credit card number and expiration date, your login name and password, and

your mother's maiden name or other "secret" secondary identification phrase.

Westcom will maintain normal security for your data, such as email and files uploaded to your web space. No electronic storage or transmission is 100% secure. You transmit or store data on Westcom equipment at your own risk. Although we maintain our systems with updated security features, we cannot guarantee perfect immunity from "hacking".

If presented with a court order or lawful process including a subpoena by a legitimate law-enforcement organization such as the police, the FBI, or the Secret Service, Westcom will release your private data. If we receive a subpoena in a civil matter, we will comply with the subpoena, but will notify you of its service upon us. In no other circumstance will we reveal your private information.

Westcom will not release your payment or login history unless required by court order.

## Your Personal Files

Although we back up our systems regularly, we are not liable for loss of material that you have uploaded to your space on our servers. You must maintain your own backups.

When an account closes, all its data on the servers disappears, including email and uploaded files. If we close your account for violations of the AUP, your data will be deleted and cannot be retrieved even if we reopen your account.

## Obeying the Law

All applicable laws (federal, state, and local) apply to your behavior on the Internet as well as in person.

For instance, just as it is illegal to make threats against someone in person, it is illegal to make threats via email, chat, or posted messages. An illegal act in electronic form is still an illegal act.

Westcom has no responsibility to control your online behavior. If you break a law using the Westcom service, Westcom is not responsible or legally liable in any way. You and everyone else hold Westcom harmless in the event you break a law.

If you are the recipient of illegal or annoying behavior via your Westcom connection (for instance, if someone threatens you by email), Westcom is not responsible. In a case like this, the best thing to do is notify the offending person's Internet service provider. If the situation is grave, notify law enforcement.

## Unacceptable Conduct

You need to avoid certain activities in connection with your Westcom service besides outright crime including:

1. harassing anyone
2. violating anyone's privacy
3. attempting to use Westcom as a starting point for an activity that will intentionally hurt or annoy someone
4. participating in chain letters
5. harassing, threatening, or abusing Westcom staff
6. excessive posting or otherwise abusing Usenet
7. sending bulk unsolicited emails (spam)
8. using Westcom for any spam-related purpose
9. making available any software, script, product, or service that will violate this AUP (this includes, but is not limited to, programs for the distribution of spam)
10. forging or falsifying any information, including (but not limited to) TCP/IP packet headers or any part of the header information in an email message or Usenet posting
11. email "bombing" or flooding
12. any attempt to overload Westcom's, or any other, system
13. network-unfriendly activity or "hacking" that interferes with normal network operations
14. attempts to gain unauthorized access to ("hack into") Westcom's servers, or to access Westcom data, accounts, systems or networks, or to find security holes in a Westcom system, whether these attempts are electronic or otherwise
15. any activity which could damage, disable, overload or impair Westcom's services
16. sending scripts or data to chat programs to cause rapid scrolling and prevent people from reading the dialog members using bots on IRC

Note: Westcom reserves the right to send announcements and other email to its customers. That is not spam. You agree to receive such email when you order a Westcom account.

## Unacceptable Data

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, Westcom alone will determine whether the file or information in question is unacceptable.

Westcom supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of email, web pages, or other data. We do not exercise editorial control over the content of any web site, email message, Usenet posting, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate Westcom's policies, or may subject us to liability.

If you opt to have Westcom host your web site, you are totally responsible for those servers and their content. Make sure you are aware of any laws regarding the material you are providing, including copyright laws.

Do not upload, email, post or otherwise distribute data which is:

1. unlawful or illegal under the laws of your area

2. threatening
3. abusive
4. harassing
5. libelous
6. defamatory
7. obscene
8. deceptive
9. fraudulent
10. invasive of another's privacy
11. tortious (a tort is an offense prohibited by civil, not criminal, law)
12. inaccurate
13. intended to victimize, harass, degrade, or intimidate a person or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other reason
14. intended for use in distributing unsolicited bulk mail, "hacking," or other proscribed activities.

### More Unacceptable Activities

If you shouldn't do it in "real life," you shouldn't do it on the Internet. Do not do any of these things using the Westcom service:

1. fraud
2. false advertising
3. unsolicited advertising
4. copyright violations
5. use of trademark or service mark to which you have no rights
6. trade secret violations
7. any intentional disruption of communication.

You may not use Westcom to work around some other ISP's rules or to abuse another service.

You may not use any part of the Westcom service to support an activity done elsewhere which violates this AUP. For instance, you can't link to a web site hosted at Westcom in unsolicited bulk email even if you send it from another service.

## Appropriate Use of Usenet (Newsgroups, "Groups")

Every newsgroup, and in some cases a whole hierarchy of newsgroups, has its own rules. Look at the last week or so of postings to a group to find out how it works before you post something yourself. You will often find a weekly FAQ (Frequently Asked Questions) posted in a group. Please read it. It is well worth checking news search engines to see if the question you have has been asked before.

Most groups prohibit bulk posting of ads, either individually or cross-posted to multiple groups.

Please note that "get rich quick" schemes are usually illegal. Advertising them through any Westcom service is a violation of the AUP.

## Valid Email Return Addresses

You must use a valid email address in the "From" or "Sender" field of email messages. This must be your own email address, either through Westcom or through some other organization. Do not invent a domain name in an email address.

The reason for this, apart from courtesy, is that use of made-up names puts an unnecessary load on the Internet's root name servers. There are only a dozen or so root name servers in the whole world. Normally, for real domains, millions of computers cache (remember) information retrieved from the root name servers, which is why the Internet can manage with so few. When a made-up name is used, the local server must send a query to one of the root name servers. These important machines already have enough to do. All Internet users rely on the root name servers for anything on the Internet that uses names--web pages, email, everything--so it is not sensible to put an unnecessary load on them.

There are many strategies to reduce spam. Some of them work. For more information, visit sites such as [spam.abuse.net](http://spam.abuse.net).

## Contacting us

If you have questions about these policies or your [Terms of Service](#), email them to [support@westcombb.com](mailto:support@westcombb.com) or call us at (866) 943-8638 [866-9-GET-NET].