

An Acceptable Use Policy (AUP)

*Every shared computer network should have an **Acceptable Use Policy (AUP)**, also known as **Appropriate Use Policy**). Simply defined, AUPs are verbal or written agreements all parties on the network promise to adhere to for the common good. These agreements define the goals for acceptable practice as well as unacceptable behaviors and their consequences.*

Ultimately, an AUP strikes a balance between the rights of individuals, to privacy and fair use and the needs of the service provider community to share resources in ways that benefit the group as a whole.

The SKYWEB Acceptable Use Policy (AUP)

1. Introduction

SKYWEB supports the free flow of information and ideas over the Internet. SKYWEB does not actively monitor nor does SKYWEB exercise editorial control over the content of any web site, electronic mail transmission, mailing list, news group or other material created or accessible over SKYWEB network. However, SKYWEB reserves the right to remove any materials that, in SKYWEB's sole discretion, are potentially illegal, may subject SKYWEB to liability, or violate this Acceptable Use Policy ("*Policy*"). Your violating this Policy may result in the suspension or cancellation of your SKYWEB account.

2. Policies

The following are violations of SKYWEB's acceptable use policies:

2.1. Transmitting any material (*by e-mail, uploading, posting, or otherwise*) whose transmission is unlawful under any law applicable to such transmission. Using SKYWEB Service for illegal purposes or in support of illegal activities. In accordance with the Internet Access Agreement, SKYWEB 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:

2.1. Transmitting any material (*by e-mail, posting, uploading, or otherwise*) 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, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

2.2. Exporting software or technical information in violation of U.S. export control laws.

2.3. Posting or e-mailing of scams such as 'get-rich-quick schemes or 'chain/pyramid' letters.

2.4. Using the Service to harm, or attempt to harm minors in any way or using the Service to transmit any material (*by e-mail, uploading, posting, or otherwise*) that threatens or encourages bodily harm or destruction of property to individuals or groups.

- 2.5. Making fraudulent offers of products, items, or Service originating from your account.
- 2.6. Accessing, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SKYWEB or other entity's computer software or hardware, electronic communications system, or telecommunications system, ("*hacking*"), whether or not the intrusion results in disruption of service or the corruption or loss of data.
- 2.7. The unauthorized use of a person's name or likeness. Collecting, or attempt to collect, personal information about third parties without their knowledge or consent.
- 2.8. Using the Service to transmit any material (*by e-mail, uploading, posting, or otherwise*) that unlawfully or otherwise harasses another. This includes harassing others by 'mail-bombing' or 'news-bombing'. 'Mail-bombing' constitutes sending more than ten (10) similar mail messages to the same e-mail address. 'News bombing' constitutes sending more than 10MB of data to a newsgroup.
- 2.10. Sending unsolicited electronic mail (*e-mail*) 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.
- 2.11. Members acknowledge that they are expressly prohibited from utilizing SKYWEB service, SKYWEB equipment or any SKYWEB e-mail address in connection with the sending of the same or substantially similar unsolicited e-mail 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 SKYWEB Service, SKYWEB equipment or any SKYWEB e-mail address(es). Transmitting any unsolicited commercial e-mail or unsolicited bulk e-mail and activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- 2.12. 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 e-mail address accessible to the public shall not constitute a request or invitation to receive messages.
- 2.13. Making fraudulent offers to sell or buy products, items, or Service, or to advance any type of financial scam such as "ponzi schemes," "pyramid schemes," securities fraud, unregistered sales of securities, spamming and "chain letters." Using a single user-name for more than one subscriber.
- 2.14. Revealing your account password to others or allowing use of your account by others (other than authorized users in your household).
- 2.15 At no time can there be simultaneous use of the same user-name and password combination.
- 2.16. Adding, removing or modifying identifying network, message, or article header information, of any electronic transmission, originating or passing through SKYWEB Service, in part or whole, in an effort to deceive or mislead is prohibited.
- 2.17. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re-mailers or nicknames does not constitute impersonation.
- 2.18. Distributing viruses to or from the SKYWEB network or systems.

2.19. Use of software or any device that would allow your account to stay logged on while you are not actively using SKYWEB Service or use the account for the purpose of operating a server of any type. (See section 3 below).

2.20. Cross-posting advertisements for products, items, or Service to ten (10) or more unrelated USENET newsgroups.

2.21. 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.

2.22. Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.

2.23. Posting of binary, or excessively large, unrelated text files to non-binary news groups 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.

2.24. Installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or e-mail use by others.

2.25. Engaging in any of the above activities using the service of another provider but channeling such activities through a SKYWEB account or re-mailer, or using a SKYWEB account as a mail drop for responses.

2.26. Reselling SKYWEB Service is prohibited without SKYWEB, Inc authorization.

2.27. Utilizing SKYWEB Service to disrupt the Network or for any unfriendly activity, which adversely affects the ability of other people or systems to use the Service or the Internet is prohibited. This specifically, but without limitation, includes excessive consumption of network or system resources whether intentional or unintentional. High volume data transfers via SKYWEB Service, especially sustained high volume data transfers, are prohibited. High volume data transfer is defined to be 512kbps (*kilobits per second*) or more sustained for 30 minutes or more OR a total transfer of over 200MB (*megabytes*) in one billing session. Hosting a web server, IRC (*internet relay chat*) server, or any other server also is prohibited. Therefore, SKYWEB, in its discretion, reserves the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity

2.28. Additionally, SKYWEB has the right to terminate access to the Service or use of the Service as set forth in the Customer Agreement. All use of SKYWEB Service is subject to the Customer Agreement

3. Unlimited Service

Member acknowledges that the SKYWEB Internet Access Service is intended for periodic, active use of e-mail, USENET newsgroups, file transfers via FTP, Internet Chat, Internet Games and Browsing the World Wide Web. Member further agrees not to use the service on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, SKYWEB maintains the right to terminate a member's connection following any extended period or inactivity as determined by SKYWEB.

4. General Liability & Backup Clause

Use of the SKYWEB Service assumes acceptance of the following General Liability Policy by all users:

4.1. SKYWEB has no practical ability to restrict all conduct, communications or content which might violate this Policy prior to its transmission on the SKYWEB system, nor can SKYWEB

ensure prompt removal of any such communications or content after transmission or posting. Accordingly, SKYWEB does not assume liability to subscribers or others for any failure to enforce the terms of this Policy.

4.2. Customer understands that the Internet, like all networks may be out of service at times and SKYWEB makes no warranties as to the reliability or uptime guarantee of its network, servers or the Internet. Under no circumstances shall SKYWEB be held liable for loss of business as a result of loss of SKYWEB Service, server data or the Internet service. Under any circumstances the maximum liability assumed by SKYWEB shall be limited to the equivalent of the service fee paid by the customer for the most current month.

4.3. SKYWEB is an internet access service provider and shall only be responsible for connectivity through SKYWEB equipment. SKYWEB is not in the business of providing technical support, maintaining or servicing of any customer's computer service needs. CUSTOMER WILL BE ACCESSED A MINIMUM \$45 SERVICE CHARGE (SUBJECT TO INCREASE) IF ANY SERVICE CALL DETERMINES THAT A CUSTOMER'S PROBLEM DOES NOT RESIDE WITH SKYWEB SERVICE OR EQUIPMENT. The customer is responsible for their own maintenance and back-ups of their system data and SKYWEB assumes absolutely no liability for loss of data on any of its servers. Under any circumstances the maximum liability assumed by SKYWEB shall not exceed the service fee paid by the customer for the most current month.

5. Revisions to this Policy

SKYWEB reserves the right to modify this Policy at any time. Notice of modifications to this Policy may be given to subscribers by posting such changes to the SKYWEB homepage (www.skywebinc.net), by electronic mail, or by conventional/postal mail.

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This Acceptable Use Police (AUP) can be viewed in its entirety on the SKYWEB web site: www.skywebinc.net

[Last revised September 5, 2006](#)

[Last revised January 5, 2008](#)

[Section 4.3](#)