

Wireless Internet Service from SPW&L

Acceptable Use Policy

IN ORDER TO PROVIDE QUALITY CUSTOMER SERVICE AND TO INSURE THE INTEGRITY OF YOUR USE OF WIRELESS INTERNET SERVICE FROM SPW&L, THE SPW&L COMMISSION HAS ADOPTED AN ACCEPTABLE USE POLICY FOR SPW&L'S WIRELESS INTERNET CUSTOMERS. PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO ACCESSING WIRELESS INTERNET SERVICE FROM SPW&L. BY USING WIRELESS INTERNET SERVICE FROM SPW&L, YOU AGREE TO THE TERMS OF THIS ACCEPTABLE USE POLICY. SPW&L RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT OUR SOLE DISCRETION, IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY.

1. NO FRAUDULENT OR ILLEGAL USE

You agree that you will not use, nor allow others to use, Wireless Internet Service from SPW&L to violate any applicable federal, state, local, or international laws. You agree that you will not use, nor allow others to use, Wireless Internet Service from SPW&L to commit a crime or fraud, or to plan, encourage or help others to commit a crime or fraud.

2. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

You agree that you will not use, nor allow others to use, Wireless Internet Service from SPW&L to send or receive any information that infringes the trademarks, patents, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitization of movies, music, photographs or other copyrighted materials or software.

3. NO THREATS OR HARASSMENT

You agree that you will not use, nor allow others to use, Wireless Internet Service from SPW&L to transmit any material that threatens or encourages bodily harm or destruction of property, or which harasses, abuses, defames or invades the privacy of any other person or entity.

4. NO HARM TO MINORS

You agree that you will not use, nor allow others to use, Wireless Internet Services from SPW&L to harm or attempt to harm a minor, including but not limited to using Wireless Internet Service from SPW&L to send obscene, profane or pornographic materials.

5. NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through Wireless Internet Service from SPW&L.

6. NO "HACKING"

You agree that you will not use, nor allow others to use, Wireless Internet Services from SPW&L to access the accounts of others or to attempt to penetrate security measures of SPW&L's or other computer systems, or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password cracking programs, packet sniffers, or network probing tools.

7. NO MALICIOUS E-MAIL

You agree that you will not use, nor allow others to use, Wireless Internet Services from SPW&L to send malicious e-mail including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail), unlawful, threatening, abusive, libelous or hateful electronic mail. SPW&L Wireless Internet customers may not send e-mail to any person or persons who do not wish to receive it. If a recipient asks to stop receiving e-mail, the customer must not send that person any further e-mail. SPW&L reserves the right, in our sole discretion, to determine whether such transmission constitutes malicious intent. If in the event it is determined that a transmission is malicious in intent, the sending parties Wireless Internet Service may be terminated at any time and without notice.

8. NO SYSTEM DISRUPTION

You agree that you will not use, nor allow others to use, Wireless Internet Services from SPW&L to disrupt SPW&L's network or computer equipment owned by other Wireless Internet customers. You also agree that you will not use, nor allow others to use Wireless Internet Services from SPW&L to disrupt other Internet Service Providers or services, including but not limited to mass e-mailing programs.

9. NO "VIRUSES"

You agree that you will not use, nor allow others to use Wireless Internet from SPW&L to intentionally transmit computer "viruses," "worms," "Trojan horses" or any other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software.

10. NO EXCESSIVE USE OF BANDWIDTH

If SPW&L determines, at our sole discretion, that you or others using your Wireless Internet service are using an excessive amount of bandwidth, (e.g. hosting a game server or home business file server etc...) we may terminate your account at any time and without notice, or require you to upgrade your service level and pay additional fees in accordance with SPW&L's pricing schedules.

11. REVISIONS TO POLICY

SPW&L reserves the right to modify or update this policy at any time upon ten (10) days prior written notice. Notice of modifications to this policy may be given by posting such changes to SPW&L's homepage (<http://www.spwl.net>), by conventional mail or by electronic mail.