

Wahkiakum West Internet Acceptable Use Policy

This Acceptable Use Policy (“this AUP”) is intended to help protect our customers and the Internet community from unacceptable or harmful use of the Internet. This AUP describes activities that constitute unacceptable use of our Internet services. This AUP further describes our procedures for addressing violations of this AUP, including the termination of user accounts. You are fully responsible for all use of our Internet services via your account. Use of our internet services constitutes acceptance of this AUP. We reserve the right to modify and update this AUP at any time.

Unacceptable Use of Internet Services:

It is a violation of this AUP to:

1. Engage in any activity that is illegal under federal, state, or local law or regulation.
2. Send unsolicited bulk e-mails, chain letters or mass advertising, harvest e-mail addresses for the purpose of sending bulk e-mails or mass advertising, or otherwise engage in spamming, no matter whether the purpose is commercial, informational, or some other purpose.
3. Send email to the email address of any person or entity that has asked you not to send email to such email address.
4. Engage in excessive multiple posting to newsgroups. As a general rule, this entails posting the identical or nearly identical message to 10 or more groups within a two-week period. Users should become familiar with and comply with the guidelines or community standards governing the newsgroups in which they participate.
5. Engage in mailbombing or otherwise interfere with or disrupt other network users, network services or network equipment (e.g., by transmitting a virus or other software, code or files intended to limit or disrupt the function of any software, hardware or telecommunications equipment).
6. Resell or share our Internet services with others without our written permission.
7. Obtain, or attempt to obtain, unauthorized access to, monitor, or use any data, systems, or networks without the express permission of the owner.
8. Relay mail via another site’s mail server without express permission of that site.
9. Cancel any postings or messages other than your own, except for postings in your name that have been forged.
10. Impersonate any person or entity.
11. Disclose your password for accessing our Internet Services to a third party, or otherwise facilitate unauthorized access.
12. Add, remove or modify identifying network header information (“spoofing”) in an effort to deceive or mislead, or any attempt to impersonate any person by using forged headers or other identifying information.

13. Transmit, post, store, link or distribute another's intellectual property or proprietary information, including trade secrets, trademarks, right of publicity or copyright information, without express authorization of the rights holder. **The distribution of unauthorized copies of copyrighted materials constitutes copyright infringement under the Copyright Act, Title 17 United States Code Section 106(3).**
14. Transmit, post, store, link or distribute any material that is obscene, contains explicit or graphic descriptions or accounts of sexual acts or sexual language of a violent or threatening nature or constitutes child pornography under applicable law.
15. Threaten bodily harm, destruction of property or otherwise engage in harassment.
16. Transmit, post, store, link or distribute any threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent or tortuous information or information that is invasive of another's privacy.
17. Transmit, post, store, link or distribute material that victimizes, harasses, degrades, threatens to harm or intimidates an individual or group of individuals, including without limitation minors, on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

Procedural Matters

Anyone who believes that there has been a violation of this AUP should contact us at support@wwest.net and provide the following information:

1. The nature of the alleged violation, along with any supporting evidence;
2. The date and time of the alleged violation, including the time zone; and
3. The IP address used to commit the alleged violation.

We retain full discretion to investigate and determine whether a violation of this AUP has occurred. Where we determine that a violation of this AUP has occurred, we retain full discretion to determine the response that is appropriate under the circumstances, including without limitation any one or more of the following actions:

1. Issue a warning to the user;
2. Remove any postings that violate this AUP;
3. Suspend newsgroups posting privileges;
4. Suspend the customer's account;
5. Terminate the customer's account; and
6. Bill the customer for administrative costs and/or reactivation charges.

For more information or questions regarding this Acceptable Use Policy, please visit our website at www.wahkiakumwest.com or call our business office at 360-465-2211. Wahkiakum West office hours are Monday through Friday 8:00am to 5:00pm.