



## (Jas) Acceptable Use Policy

### I. Introduction

This constitutes a system-wide policy for the management of computer data networks and the resources made available by JAS Networks Inc (JAS), as well as stand-alone computers that are owned and administered by JAS. The policy reflects the ethical principles of the JAS community and indicates, in general, what privileges and responsibilities are characteristic of the JAS computing environment. JAS reserves the right to change the policies at any time and it is the customer's responsibility to periodically review and agree to adhere to these policies.

### II. Acceptable Use

This represents a guide to the acceptable use of JAS. Any JAS customer - in order to use the network or any other networks which are used as a result of their JAS connection - must comply with this policy and the stated purposes and Acceptable Use Policies of any other networks or hosts used. Failure to comply or deliberate acts of misuse, or illegal use will result in one or more of the following: suspension of account privileges, termination of account, reimbursement of expenses incurred (legal, resources consumed, and other relevant expenses), and possible criminal prosecution. JAS reserves the right to modify or change these policies and customers must, on a periodic basis, review these policies.

1. To respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user, or to download JAS' password file.
2. To respect the legal protection provided by copyright and license to programs and data.
3. To respect the integrity of computing systems; for example, users shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system. Unsolicited e-mail and newsgroup posting is considered harassment unless it is done by JAS for purposes of updating customers and potential customers of services provided by JAS.
4. To not use the system for any purpose when it interferes with production usage. Any experimental use requires prior review by JAS.

### III. Policy and Guidelines

The following policies and guidelines will be applied to determine whether or not a particular use of JAS is appropriate:

1. The intent of this policy is to make clear certain uses which are consistent with the purposes of JAS, not to exhaustively enumerate all such possible uses.
2. **At its sole discretion, JAS may at any time make determinations that particular uses are or are not consistent with the purposes of JAS.**
3. Personal web space included with dial-up accounts is not for commercial purposes.
4. Malicious use is not acceptable. Use should be consistent with the ethical standards accepted by the community. JAS may not be used in ways that violate applicable laws or regulations. Use of JAS and any attached network in a manner that precludes or significantly hampers its use by others is not allowed. Examples of unacceptable use include, but are not limited to, the following:
  1. Threats or harassment of other users
  2. Libeling or slandering other users
  3. Destruction of or damage to equipment, software, or data belonging to JAS or other users
  4. Disruption or unauthorized monitoring of electronic communications
  5. Unauthorized distribution of copyright-protected material or any other data that infringes on the patents, trademarks, trade secrets or proprietary rights of any other person or entity. This includes but is not limited to the digitization of music, movies, photographs, or other copyrighted materials or software.
  6. Violation of computer system security
  7. Unauthorized use of computer accounts, access codes, or network identification numbers assigned to others
  8. Use of computer communications facilities in ways that unnecessarily impeded the computing activities of others (such as randomly initiating interactive electronic communications or e-mail exchanges, overuse of interactive network utilities or e-mail, and so forth)
  9. Violation of software license agreements
  10. Violation of another user's privacy
  11. Automated network programs such as robots, infobots, and the like.

12. Offensive material: pictures, graphics, video, audio, text or language (e.g. Hate Speech, Pornography, etc...).
  13. Excessive e-mail spools (e-mail stored on our server).
  14. Leaving a computer connected via modem without being present at the computer.
  15. Multiple logins per dial-up account.
  16. Harm or attempt to harm a minor, including but not limited to distribution of pornographic, obscene or profane materials.
  17. Attempting to penetrate security measures of JAS' or other computer systems ("hacking") or to cause disruption of service to other online users. You also agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.
  18. Transmitting computer "viruses", worms, "Trojan horses" or other harmful software programs. You agree to use your best efforts to prevent the unintentional transmission of these harmful programs.
5. Connections or content which create routing and usage patterns that are inconsistent with the effective and shared use of the JAS' network may not be established.
6. Spamming Policy: "Spamming" is the act of distributing mass unsolicited messages to e-mail addresses or newsgroups. JAS follows the guidelines of spam defined by the Mail Abuse Prevention System as an electronic message is "spam" IF: (1) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (2) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND (3) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender.
- Spamming wastes time and money of all users of the Internet. JAS customers should not have to bear the cost of receiving unsolicited messages, nor should they have to deal with the messages themselves. "Spamming" is a violation of the JAS Acceptable Use Policy, and will be dealt with accordingly. It is contrary to JAS policy for any user of a JAS service to participate in any of the following activities through a JAS provided service:

1. To send a single message, article, or advertisement to more than ten Usenet or other newsgroups, message boards, chat areas, mailing lists, FAX machines, pagers or other groups or lists.
2. To send off-topic messages to any Usenet or other newsgroups, message boards, chat areas, mailing lists, FAX machines, pagers or other groups or lists as determined by the charter, FAQ, owner, or description of the group or list.
3. To send unsolicited mass e-mail to more than twenty-five e-mail addresses if the messages provoke complaints from any or all of the recipients.
4. To falsify information provided to JAS or other users of JAS products and services.
5. To engage in any of the preceding activities using the services of another provider in conjunction with one or more JAS services.
6. To run an open-relay mail server.

JAS reserves the right to filter all e-mail and other electronic communications from known spamming organizations and/or individuals without harm or liability to JAS. Although JAS does not claim to be able to stop all spam that passes through its mail servers, JAS reserves the right to filter what it may reasonably determine to be unsolicited spam email. JAS will not be held liable for any messages that are not delivered as a result of the generally accepted industry practices of filtering known spamming organizations or individuals.

7. Unlimited dial-up accounts are not dedicated accounts. Dial-up connections will automatically be disconnected after sixteen (16) consecutive hours of use or fifteen (15) minutes of inactivity. Dial-up subscribers should only keep connections open while actively using their account, and may not use automated methods to avoid disconnection due to inactivity.

#### **IV. Security**

JAS will assume that users are aware that electronic files are not necessarily secure. Users will be informed of methods available for protecting information on JAS from loss, tampering, unauthorized search, or other access. Levels of obtainable security will vary depending on the computer system. Secure file transfer methods employed by JAS may be available to users at additional costs.

#### **Confidentiality**

In general, JAS will treat information stored on computers as confidential (whether or not that information is protected by the



computer operating system). Requests for disclosure of information will be honored only under one of the following conditions:

1. when authorized by the owners of the information;
2. when required by U.S. Federal or Michigan State law.

Except when inappropriate, computer users will receive prior notice of such disclosures. (Viewing of information in the course of normal system maintenance does not constitute disclosure.)

### **Warning**

Users of electronic mail systems should be aware that electronic mail in its present form cannot be secured and is, therefore, extremely vulnerable to unauthorized access and modification.

### **Responsibility of Users**

The user is responsible for correct and sufficient use of the tools available for maintaining the security of information stored on each computer system. The following precautions are strongly recommended:

1. Computer accounts, passwords and other types of authorization that are assigned to individual users should not be shared with others.
2. The user should understand the level of protection each computer system automatically applies to files and supplement it, if necessary, for sensitive information.
3. The computer user should be aware of computer viruses and other destructive computer programs, and take steps to avoid being a victim or unwitting distributor of these processes. Ultimate responsibility for resolution of problems related to the invasion of the user's privacy or loss of data rests with the user.

## **V. Remedial Actions**

When JAS learns of possible inappropriate use, JAS staff will notify the customer responsible, which must take immediate remedial action and inform JAS of its action. In an emergency, in order to prevent further possible unacceptable activity, JAS may temporarily disconnect or suspend the JAS services of that customer. Violators of this policy will be subject to the termination of their account. Violations of the policies described above for legal and ethical use of JAS will be dealt with in a serious and appropriate manner. Failure to comply or deliberate acts of misuse, or illegal use will result in one or more of the following: suspension of account privileges, termination of account, reimbursement of expenses incurred (legal, resources consumed, and other relevant expenses), and possible criminal prosecution. Illegal acts involving JAS may also be subject to prosecution by the proper authorities at the discretion of JAS or the proper authorities. **Specific remedial actions are:** Any JAS customer violating the JAS Acceptable Use Policy will have their services immediately disabled pending a review of the alleged violation. If a violation of this policy is found, a fee of \$100.00 per hour will be charged for time spent resolving the violations. JAS reserves the right to terminate service to any customer it deems in violation of JAS' Acceptable Use Policy. Any determination of non-acceptable usage serious enough to require disconnection shall be promptly communicated to customer through an established means of publication.

## **VI. Disclaimer**

The Internet provides access to information, including without limitation, numerous web sites, chat rooms, conferences, lists, bulletin boards, electronic mail solicitations and information servers (the "Sites"). Some of the Sites may contain objectionable and/or offensive material. JAS cannot and does not take any responsibility for the content of the Sites. Please be aware of the potentially objectionable and/or offensive material found on the Internet. Your authorized access to, and use of the Internet is conditioned upon your recognition that JAS neither assumes responsibility for, nor endorses, any of the content found in any of the Sites. JAS MAKES NO REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE SITES OR THEIR CONTENT. The software JAS supplies and the accompanying files (the "software") are distributed "as is" and without representations or warranties of any kind, whether express or implied. JAS specifically disclaims all warranties regarding the software, including any warranties as to performance, merchantability, or any other warranties whether express or implied. Using the software and accessing the Internet through JAS are contingent upon your agreement to release JAS and its officers, directors, shareholders, employees, agents, successors and assigns (the "released parties") from any and all claims and liabilities resulting from your use of the software or the Internet, including without limitation, any claims or liabilities for damage to your computer system or data files. By using the software and accessing the Internet, you are assuming the entire risk of using the software and the Internet. You further agree to



indemnify and hold harmless each of the released parties from any claims or liabilities resulting from your use of the Internet including your publishing of any information on the Internet.

## VII. Billing Policy

### Billing and Collection Procedures

Customers are billed in advance for JAS service. Customers may choose to be billed monthly, quarterly, or annually, and may pay with check, credit card, cash, or automatic checking account debit. Customers who choose to be billed monthly must pay with credit card or automatic checking account debit. JAS generates customer invoices on the first of each month. All customers will have a billing cycle that begins on the first of the month. A customer's initial payment to JAS will include applicable setup fees and prorated fees for service through the end of the current billing cycle.

Customers paying by credit card or automatic checking account debit will automatically be charged at the beginning of each billing cycle. Payment in full is due at that time. If a credit card charge is rejected for any reason, JAS may make additional attempts to process the credit card charge. If an automatic checking account debit is rejected, the customer will be charged a \$30 non-sufficient funds fee.

All customers will receive their invoices via email. Payment in full should be remitted to JAS upon receipt of the invoice, in advance of the service. If a customer submits a check for payment of JAS services that is returned for insufficient funds, the customer will be charged a \$30 non-sufficient funds fee.

Non-payment of the total amount due by the due date may result in suspension of service. Any account not paid in full by the invoice due date may also be subject to late fees. An account that is suspended for non-payment will be charged an additional suspension fee. In order to re-activate an account suspended for non-payment, the customer must pay the total outstanding balance, including the suspension fee. If an account has been suspended for non-payment for more than 30 days and still carries an outstanding balance, the account may be cancelled and turned over to a collection agency. A customer wishing to reinstate a JAS account after being terminated for non-payment must pay the standard activation fee. All customer accounts will be automatically renewed at the end of each billing cycle unless the customer contacts JAS and requests the cancellation of service(s).

### Usage Fees

Customers with limited usage dial-up accounts are responsible for monitoring their online time and for paying applicable overage fees. In any month where the customer's online usage exceeds the number of hours included in their plan, the customer will be billed an hourly overage fee. Customers with unlimited usage dial-up accounts may be charged additional usage fees for multiple simultaneous logins. Customers who use JAS' toll-free access number, nationwide access numbers, or the iPass Global Access service will be responsible for paying per-minute access fees at JAS' prevailing rate. The customer is responsible for determining whether the use of a JAS dial-up number will result in long-distance, toll, or other charges. JAS is not responsible for any long-distance, toll, or other telecommunications charges incurred by the customer.

### Cancellations/Refund Policy

JAS offers a 30-day money-back guarantee on dial-up accounts. A full refund is available to any customer who is not able to get connected to the Internet or is not completely satisfied with JAS' service and cancels within their first 30 days of service and first 3 hours of on-line use. (Customers with contract agreements for service may not be eligible for this money-back guarantee.)

**Customers who cancel after more than 30 days of service will not receive a refund. Customers who choose quarterly or annual billing and cancel before the end of their pre-paid time will not receive credit for unused services. Customers who cancel prior to service start dates will be responsible for any costs associated with service.**

For all non-dialup accounts, if not otherwise stated in your contract terms, a minimum of at least 30-days written notice is required for all cancellations. If a minimum 30-days written notice has not been received for non-dialup accounts, exclusive of contract terms, there will be no refund. If not otherwise stated in your contract, all non-dialup accounts will be billed through the end of the following billing cycle in which the 30-day written notice was received.

## VIII. Support



The primary purpose of JAS' support desk is to provide help to our customers in the following areas:

- Getting connected to our service(s)
- Installing JAS provided software

Because the software available from the Internet is nearly boundless, we are unable to provide help with software we either do not supply or are unfamiliar with. JAS does not charge for normal support calls, however, JAS reserves the right to charge for calls and support that is outside the areas listed above.

#### **IX. Miscellaneous**

JAS complies with the FCC Broadband ruling regarding Net Neutrality and public disclosure of its policies regarding such. Requests for JAS's policies regarding it's compliance for Net Neutrality can be obtained by sending your request in writing to: JAS Net Neutrality Policies c/o JAS Networks Inc, 5224 33<sup>rd</sup> Street SE, Grand Rapids, MI 49512.