



**Acceptable Use Policy:**

1. When you use the Services for Internet access, you must protect **Black Mountain Communications** network by either disabling or password protecting file and print sharing on your computer(s) and or have a firewall solution that prohibits unauthorized access to your computer. When using the Service, you may not:
  1. Restrict or inhibit any other user from using the Internet;
  2. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting or encouraging, conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations;
  3. Post or transmit any information or software that contains a virus, trojan horse, worm or other harmful component;
  4. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through Services for commercial purposes;
  5. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or right holder;
  6. Upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as Services are copyrighted as a collective work under U.S. copyright laws;
  7. Remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms & conditions for use of a work;
  8. Avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;
  9. Send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail;
  10. Send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mail bombing");
  11. Make any unauthorized attempt to gain access to any account or computer resource not belonging to that user.
  12. Attempting to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, attempting to impersonate any person or using forged headers or other identifying information.
  13. Engage in conduct which interferes with **Black Mountain Communications** ability to provide Services or interferes with the rights of others including, but not limited to hacking, circumvention of user authentication or security of any host network, or account, "denial of service" attacks (port scans, flooding of networks, deliberate overload attempts, etc.);

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14. Scan or probe the security of the **Black Mountain Communications** or any other network for any purpose whatsoever by the use of packet sniffers, siphons, decoders or other methods;

15. Obtain or attempt to obtain Services by any means or device with intent to avoid payment;

16. Unauthorized access, alteration, destruction, or any attempt, of any information of any **Black Mountain Communications** customers or end-users by any means or device;

17. Use **Black Mountain Communications** products and services to interfere with the use of the **Black Mountain Communications** network by other customers or authorized users;

18. Violate the law or aid another in any unlawful act;

19. Resell the Services or any other **Black Mountain Communications** service to any third parties without prior express written consent from **Black Mountain Communications**

20. Run programs or servers that provide network services to others through the Services which includes, but is not limited to, web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums;

1. You are responsible for ensuring that your usage of the Services does not improperly restrict, degrade or adversely affect any other user's use of the Services, nor represent, in **Black Mountain Communications** sole judgment, an unusually large burden on the network itself.

2. You must comply with the then current bandwidth, data storage and other limitations on the Services. If excessive bandwidth utilization is determined by **Black Mountain Communications** to adversely affect **Black Mountain Communications** ability to provide the Services for its other customers, immediate action may be taken to alleviate the problem. In such event, you will be notified by mail, phone call or e-mail as soon as practicable.

3. Except for information, products or services clearly identified as being supplied by **Black Mountain Communications**, **Black Mountain Communications** does not operate or control any information, products or services on the Internet.

4. The Internet contains unedited materials that may be offensive or objectionable to you. You access these materials at your own risk. **Black Mountain Communications** has no control over and accepts no responsibility for these materials. Customer may wish to utilize software designed to limit access to certain material on the Internet.

5. YOU UNDERSTAND THAT YOU MAY BE HELD LIABLE BOTH UNDER CIVIL AND CRIMINAL LAW FOR INFRINGEMENTS OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. YOU MAY BE HELD LIABLE FOR ALL ACTUAL DAMAGES AND PROFITS, ATTORNEY'S FEES, COSTS, OR THE COURT MAY AWARD STATUTORY DAMAGES UNDER THE COPYRIGHT ACT. CRIMINAL LIABILITY CAN ALSO INCLUDE FINES AND IMPRISONMENT.

6. **Black Mountain Communications** may take any action it deems appropriate without notice to protect the Services and its Equipment for provision of the Services. If **Black Mountain Communications** denies you access to the Services pursuant to this Section, you will have no right: (i) to access through **Black Mountain Communications** any materials stored on the Internet, or (ii) to access third party services, merchandise or information on the Internet through **Black Mountain Communications**, and **Black Mountain Communications** will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

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7. **Black Mountain Communications** has no obligation to monitor the Services. You agree that **Black Mountain Communications** has the right to monitor the Services electronically from time to time, and you consent to **Black Mountain Communications** access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate the Services properly, to improve the Services, or to protect itself or its customers. **Black Mountain Communications** reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement.

8. If you wish to make purchases on the Internet, you may be asked by the merchant or service provider from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Internet for the purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Internet set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when the charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Internet.

**I have read and understand Black Mountain Communications acceptable Use policy**

**Signed:** ----- **Date:** -----

**Print Name:** -----