



## **Internet Acceptable Use Policies**

This Acceptable Use Policy is provided for use in conjunction with the terms of the Vista Service Agreement. Violation of any of these policies grants Vista with the authority to take action including, but not limited to, re-pricing, restricting or terminating your Service. Vista reserves the right, at its discretion, to update or revise these policies at any time without prior written notice. Therefore, periodic review of updates to these policies is recommended.

VISTA DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH REGARD TO USE OF THE SERVICE INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VISTA BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH OR ARISING FROM THE USE OF THIS SERVICE INCLUDING, BUT NOT LIMITED TO LOSS OF USE, DATA OR PROFITS.

**LAWFUL USE:** Customers must use Vista's Service in accordance with the terms of this policy and in accordance with all federal, state and local laws, ordinances and regulations.

### **POLICIES**

#### **Illegal Activity**

Vista will report to the appropriate authorities and/or agencies any criminal activity that it becomes aware of or that is brought to its attention. Vista prohibits and will not tolerate the use of its Services for illegal activities of whatever kind.

#### **Freedom of Speech**

Vista strongly supports a Customer's right to privacy and freedom of speech. Vista reserves the right to deny or refuse Service to a Customer for utilizing the Service to convey or maintain any information, which may be abusive, indecent, obscene or menacing as Vista, in its sole discretion, may determine.

#### **Privacy**

Vista does not sell, rent or lease mailing lists and does not share private information with others. Vista reserves the right, however, to disclose Customer information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Vista; or (b) protect and defend the rights of Vista; or (c) act under exigent circumstances to protect a Customer's personal safety and the personal safety of other Vista customers and the public. Vista takes reasonable steps to protect the confidentiality of its Customers' information, account information and personal communications consistent with the law and the legitimate interests of Vista.

#### **Intellectual Property Violations**

Violations include: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy and patents held by third parties. Also, violations include engaging in activity that violates privacy, publicity or other personal rights of others. Vista is required by law to remove or block access to Customer content upon

receipt of a notice of copyright infringement. Vista also reserves the right to terminate Customers who commit intellectual property violations.

### **Unsolicited Email/Inappropriate Usenet News Activity**

Spamming is not tolerated under any circumstances. "Spamming" is sending unsolicited email - whether commercial or noncommercial, targeted or untargeted - to people who have not explicitly asked for such email.

"Spamming" is also posting to Usenet news an identical message to many newsgroups, or many individual posts to multiple newsgroups that are not related to the topic of that newsgroup, or where doing so is in violation of that newsgroup's charter or conventional use. Posting identical or nearly identical Usenet messages on a regular (daily, weekly) basis - with the exception of FAQ's and other informational content posts desired by the group - is similarly prohibited.

Spam sent via other networks, whether email or Usenet spam, referencing email addresses or sites hosted by Vista or by any downstream entity providing Internet access or service utilizing Vista's Service ("Downstream Provider"), is similarly prohibited. You may not use Vista or any Downstream Provider as a "drop-off" address for replies to spam mail or spam posts sent via Vista's or other networks.

Open-Relay is forbidden within Vista's network. An Open Relay is a mail server that will allow a third-party on the Internet to send email through that server to yet other third-parties on the Internet. This is a common error in mail server configuration; please consult user documentation in order to correct this.

Forging or misrepresenting message headers to mask the originator will not be tolerated.

Vista encourages the appropriate use of email and Usenet news, and does not censor for content. Vista will censor a Customer if a Customer annoys, attempts to annoy, or causes to be annoyed third-parties on the Internet who do not wish to receive communication from them, or use email or Usenet news for purposes prohibited by this AUP.

Use of Vista's networks and/or Services in service to spam, spammers or spamming will not be tolerated. Vista encourages Downstream Providers to employ similar AUP's in conformance with its own.

### **Denial of Service**

A Customer may not commit or be party to the commission of any attack against Vista's networks, systems and/or Services or Customers, or any other networks, systems and/or services on the Internet. This includes, but is not limited to, for example:

- Mail bombing (sending large numbers of messages or sending extremely large messages, with the intention of disrupting the normal use/operation of the recipient's email account or Service).
- Attempting to gain unauthorized access to Vista's networks, systems and/or Services, or other networks, systems, and/or services, which is not authorized for such access.
- Flooding with traffic Vista's networks, systems and/or Services, or other networks, systems and/or services with the intention of disrupting such networks, systems and/or Services.
- Distributing information, the creation of and sending viruses, worms or similar destructive activities to disrupt the use of or interfere with the ability of others to effectively use networks, systems or Services.

The determination of what constitutes a Denial of Service attack shall remain wholly within the discretion of Vista.

### **Other Activities**

Other activities include engaging in activities, whether lawful or unlawful, that Vista determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

### **Limitation of Service and Disclaimers**

Use of Vista's networks and/or Services constitutes unconditional agreement to the terms of this AUP. Customer's agree to, at their expense, to indemnify and hold harmless Vista, its directors, employees, subsidiaries and affiliates from any and all liability that arises or that is alleged to have arisen from their breach of this AUP, including costs or damages. Vista reserves the right, at its sole discretion, to refuse or deny access and/or Service to anyone, at any time, for any reason.

VISTA'S SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL VISTA BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE SUCH SERVICES. NOR SHALL VISTA BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, CONTENT, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND VISTA'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATION LINE OR POWER FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO VISTA'S RECORDS, PROGRAMS OR SERVICES, WAR, TERRORIST ATTACK(S) OR INSURRECTION. VISTA SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE LOSS OF; OR DAMAGE TO; OR UNAVAILABILITY OF; ANY DATA STORED OR TRANSPORTED VIA OUR NETWORKS, SYSTEMS AND/OR SERVICES, OR FOR ANY CONSEQUENTIAL DAMAGES RELATED TO SUCH LOSS, DAMAGE OR UNAVAILABILITY. VISTA'S SERVICES ARE PROVIDED WITH NO WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VISTA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, REGARDLESS OF WHETHER VISTA HAS BEEN ADVISED OF OR KNOWS OR SHOULD KNOW THE RISK OF SUCH DAMAGES IN ADVANCE. VISTA'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, AT VISTA'S ELECTION, EITHER RETURN OF SERVICE FEES PAID WITHIN THE PRECEDING ONE HUNDRED AND EIGHTY DAYS OR REPLACEMENT OF CONNECTION SERVICE OR PRODUCTS.