

# TruVista Internet Services Acceptable Use Policy

## INTRODUCTION

TruVista Internet Services' Acceptable Use Policy ("AUP") is intended to enhance the use of the Internet by preventing unacceptable use of any services we (TruVista ) provide. All Users of TruVista Internet Services are bound by this policy.

Violations of this AUP may result in the suspension or termination of account or services of the end user.

## VIOLATIONS OF ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

1. **Illegal use.** Using TruVista's services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law.
2. **Harm to minors.** Using our services to harm, or attempt to harm, minors in any way.
3. **Threats.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
4. **Harassment.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
5. **Fraudulent activity.** Using our services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
6. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
7. **Unsolicited commercial email/Unsolicited bulk email.** Using our services to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that e-mail is commercial in nature, are also prohibited.
8. **Unauthorized access.** Using our services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of TruVista Internet Services or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
9. **Copyright or trademark infringement.** Using our services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party,

including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

10. **Collection of personal data.** Using our services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
11. **Reselling our services.** Reselling our services without TruVista Long Distance Internet Services' written authorization.
12. **Network disruptions.** Using our services for any activity which adversely affects the ability of other people or systems to use TruVista Internet Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

#### PENALTIES

TruVista Internet Services may take any one or more of the following actions in response to complaints and/or violations of the AUP:

1. **issue warnings: written or verbal**
2. **suspend account**
3. **terminate account**
4. **bill for administrative and investigative costs and/or reactivation charges**
5. **bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.**

#### REVISIONS TO THIS ACCEPTABLE USE POLICY

TruVista Internet Services reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. TruVista Services reserves the right to communicate to our customers such policy statements, marketing materials or other information serving a legitimate business purpose through the mail, the telephone network or via email. Policy changes take effect upon posting of revision to AUP on TruVista Internet Services' Web site: [www.TruVista.net](http://www.TruVista.net)