



## **Green Bay Net Acceptable Use Policy**

**As of October 1, 2005**

Green Bay Net's Acceptable Use Policy ("AUP") is provided to give our clients and users a clear understanding of what Green Bay Net expects of them while using the service. All users of Green Bay Net's services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of Green Bay Net Service constitutes acceptance and agreement to Green Bay Net's AUP as well as Green Bay Net's TOS (Terms of Service)

Green Bay Net does not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, Green Bay Net will respond appropriately if it becomes aware of inappropriate use of its service. Unmetered (i.e. Disconnect when not in use) standard access is intended for single business workstations, home users and light business use. Dedicated service and DSL (i.e. "always on") is intended for multiple workstations, business servers and heavy home users. If you wish to be on for more than five hours per day on a regular basis, please be sure you maintain an appropriate plan to be sure additional fees do not apply.

Client may not use service(s) provided to publish or transmit material, which Green Bay Net determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a Green Bay Net account is used to violate the Acceptable Use Policy, Green Bay Net reserves the right to terminate the client's service without notice. Green Bay Net prefers to advise clients of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Green Bay Net's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of its right to do so at any time.

If you have any questions regarding this policy, please contact Green Bay Net at [abuse@Green Bay Net.com](mailto:abuse@GreenBayNet.com).

### ***Violations of Green Bay Net Acceptable Use Policy***

1. **Illegal use:** Green Bay Net's services may not be used for illegal purposes, or in support of illegal activities. Green Bay Net reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. Examples of illegal use include, but are not limited to:
  - **Harm to minors:** Use of the Green Bay Net service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
  - **Threats:** Use of the Green Bay Net service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
  - **Harassment:** Use of the Green Bay Net service to transmit any material (by email, uploading, posting or otherwise) that harasses another.
  - **Fraudulent activity:** Use of Green Bay Net service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam. Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

- 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.
2. Internet email / Unsolicited commercial email / Unsolicited bulk email (SPAM) Use of the Green Bay Net service to transmit any unsolicited commercial or unsolicited bulk email via Green Bay Net Internet connections, websites, email systems, or any other means related directly or indirectly to Green Bay Net leased, owned, or operated facilities is forbidden. Attempts to bypass Green Bay Net security and email systems are forbidden. Attempts to send email originating on Green Bay Net owned or operated networks to any destination other than approved Green Bay Net email systems is forbidden. Green Bay Net may take whatever steps it sees as necessary to enforce this policy including additional account charges, disconnection or disruption of any or all services, and account termination. Violation of Green Bay Net's SPAM policy may result in financial loss to Green Bay Net. Upon notification of an alleged violation of our SPAM policy, Green Bay Net will initiate an immediate investigation. During the investigation, Green Bay Net may restrict client access to the network to prevent further violations. If a client is found to be in violation of our SPAM policy, Green Bay Net may, at its sole discretion, restrict, suspend or terminate client's account. Further, if Green Bay Net determines in good faith that you have been engaged in SPAM creation and/or distribution, in addition to any other rights under this Acceptable Use Policy, Green Bay Net may recover from Client monetary losses caused to Green Bay Net by such activity. Because of the difficulty in determining damages to Green Bay Net, you will pay, as liquidated damages, to Green Bay Net, an amount equal to \$500.00 for each item of unsolicited email which Client has sent to each separate and identifiable email address in violation of this Rule.
  3. Unauthorized access: Use of the Green Bay Net service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Green Bay Net's or another entity's computer software or hardware, computer network and its related security systems, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Green Bay Net account is subject to immediate termination.
  4. Copyright or trademark infringement: Use of the Green Bay Net service 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.
  5. Collection of personal data: Use of the Green Bay Net service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
  6. Network disruptions and unfriendly activity: Use of the Green Bay Net service for any activity which affects the ability of other people or systems to use Green Bay Net 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, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Client may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Client may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Green Bay Net will not tolerate any client attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
  7. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
  8. Distribution of Computer Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.
  9. Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. ping, while using Green Bay Net services could result in suspension service.

10. Third Party Accountability: Green Bay Net clients will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

Green Bay Net reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).