



Green Bay Net Acceptable Use Policy

Green Bay Net's Acceptable Use Policy ("AUP") is provided to give clients and users a clear understanding of what Green Bay Net expects of them while using their services. All users of Green Bay Net's services: those who access Green Bay Net 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. However, Green Bay Net will respond appropriately if they become aware of inappropriate use of its service.

Users 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 if necessary. 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 by emailing help@greenbaynet.com.

VIOLATIONS OF Green Bay Net ACCEPTABLE USE POLICY (AUP)

The following constitute violations of this AUP:

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 Green Bay Net services 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.
 - **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. The use of anonymous remailers or nicknames does not constitute impersonation.
 - **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
2. In accordance with the U.S. CAN-SPAM Act of 2004, users agree to remain in compliance with the Provisions set forth by this act:

The CAN-SPAM Act does not specifically ban spam, but instead sets forth a set of national requirements for the use and transmission of any commercial e-mail. Companies that do not think of themselves as "spammers" nevertheless are subject to the Act if they use e-mail in their businesses. The requirements of the CAN-SPAM Act vary depending on

whether the e-mail is categorized as a commercial e-mail message or a transactional or relationship e-mail message. A commercial e-mail message is any e-mail the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. Commercial e-mail is the most heavily regulated category of e-mail. A transactional or relationship e-mail message is e-mail that is sent to facilitate an ongoing transaction or relationship and includes, among other things, providing information about employment relationships or related benefit plans, account balances, product recalls, upgrades, warranties, product safety, and subscriptions. Transactional or relationship e-mail is subject to fewer requirements than commercial e-mail.

Compliance

The Act imposes the following obligations on companies, depending upon the category of e-mail that is transmitted:

- The sender is prohibited from using false information and deceptive subject lines and must include a "from" line that accurately identifies the sender of the e-mail.
- The sender must clearly and conspicuously identify unsolicited commercial e-mail as an advertisement or solicitation.
- The sender must include clear and conspicuous notice of the opportunity to opt out of receiving future e-mails and must provide an Internet-based reply mechanism by which recipients opt out, such as a return e-mail address or a link to a Web page from which the user can send an e-mail to contact the sender. This mechanism must remain operative for at least 30 days after the original message is transmitted.
- The sender, or anyone acting on behalf of sender, must stop sending e-mails to recipients within 10 business days after receiving an opt-out request.
- The sender must include a valid physical postal address of the sender.
- The sender is prohibited from using an automated means to harvest e-mail addresses from Web sites or online service providers that have policies of not sharing users' e-mail addresses.
- The sender is prohibited from using automated means to register for multiple e-mail accounts to be used to send spam.
- The sender may not use another person's e-mail or computer account to send commercial e-mail.
- The sender must include a warning label on unsolicited commercial e-mail containing sexually oriented material.

Use of the Green Bay Net service to transmit any unsolicited commercial or unsolicited bulk email is expressly prohibited. Violations of this type may result in the immediate termination of the offending Green Bay Net account. Violation of Green Bay Net's Anti-SPAM policy may result in financial loss to Green Bay Net. Upon notification of an alleged violation of the Anti-SPAM policy, Green Bay Net will initiate an immediate investigation (within 48 hours of notification). During this investigation, Green Bay Net may restrict User access to the network to prevent further violations. If a client is found to be in violation of Anti-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 a user has been in violation using their services, in addition to any other rights under this Acceptable Use Policy, Green Bay Net may recover from User monetary losses caused to Green Bay Net by such activity. Because of the difficulty in determining damages to Green Bay Net, user may be billed, as liquidated damages to Green Bay Net, an amount equal to \$500.00 for each item of unsolicited email which user 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, 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 User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User 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 User 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 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, IE., pinging, while using Green Bay Net services could result in suspension of 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 resulting in financial loss to Green Bay Net due to provider liability.

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 immediately posted to our website in accordance with our TOS (Terms of Service).