

Acceptable Use Policy

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Fond du Lac Communications Aaniin Fiber to Home ("AANIIN"), including Internet service. The policy is designed to protect the security, integrity, reliability, and privacy of both the AANIIN network and the products and services AANIIN offers to its customers. AANIIN reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of AANIIN's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

Prohibited Uses

Unacceptable use includes, but is not limited to, the following:

1. Posting, transmission, re-transmission, or storing material on or through any of AANIIN's products or services, if in the sole judgment of AANIIN such posting, transmission, re-transmission, or storage is: (a) in violation of any local, state, federal, or international law or regulation (including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer is responsible for determining which laws or regulations are applicable to their use of the products and services.
2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the customer.
3. Resale of AANIIN's products and services without the express prior written consent of AANIIN (unless you are an authorized wholesaler).
4. Deceptive marketing practices.
5. Actions that restrict or inhibit anyone—whether a customer of AANIIN or otherwise—in their use or enjoyment of AANIIN's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
6. Introduction of malicious programs into the AANIIN network or servers or other products and services of AANIIN (e.g., viruses, trojan horses, and worms).
7. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include, but are not limited to, port scans, flood pings, packet spoofing, and forged routing information.

8. Executing any form of network monitoring that will intercept data not intended for the customer.
9. Circumventing user authentication or security of any host, network, or account.
10. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
11. Using any program/script/command, or sending messages of any kind, designed to interfere with or to disable a user's terminal session.
12. Failing to comply with AANIIN's procedures relating to the activities of customers on AANIIN-owned facilities.
13. Furnishing false or incorrect data on the order form contract (electronic or paper), including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of AANIIN's products or services.
14. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer, or with whom the customer does not have an existing business relationship (e.g., email "spam"); or distributing, advertising, or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial email or spam.
15. Harassment, whether through language, frequency, or size of messages.
16. Unauthorized use or forging of mail header information.
17. Soliciting email addresses or other personal information from Internet users for the purpose of sending unsolicited emails or other communications.
18. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
19. Use of unsolicited email originating from within the AANIIN network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by AANIIN or connected via the AANIIN network.
20. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses, and exemptions.
21. Using any program/script/command or employing any automated means (using botnets, crawlers, or scrapers) to extract data from any internet-based content owner, except when (a) it is in accordance with the content owner's robots.txt file, or (b) with the content owner's written permission, which shall be provided to AANIIN upon request.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Abusable Resources

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

Enforcement

AANIIN may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which may be provided by voicemail or email. Prior to suspension or termination, AANIIN attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, AANIIN reserves the right to suspend or terminate based on a first offense. AANIIN reserves the right to charge fees arising from the management or handling of complaints related to alleged violations of the Acceptable Use Policy.

Electronic Communications Privacy Act Notice

AANIIN makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon AANIIN technology and makes no guarantee that any other entity or group of users will be included or excluded from AANIIN's network. In addition, AANIIN may periodically monitor transmissions over its network for maintenance, service quality assurance, or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

Questions?

If you are unsure of whether any contemplated use or action is permitted, please contact AANIIN at (218) 878-7337.