

# **ACCEPTABLE USE POLICY**

## **UNITED SERVICES ACCEPTABLE USE POLICY**

**These terms and conditions state important requirements regarding your use of our internet access service and your relationship with us. You should read them carefully as they contain important information regarding your rights and ours.**

**If you do not agree to these terms and conditions, you may not use the service and you must terminate your service immediately.**

United Services may revise this Acceptable Use Policy (the "Policy") from time to time without notice by posting a new version of this document on [unitedwb.coop](http://unitedwb.coop) or any successor URL(s). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of our high-speed internet service should regularly visit these web sites and review this Policy to ensure that their activities conform to the most recent version. Questions regarding this Policy and complaints of violations of it by our customers and users can be directed to us by calling 1-800-585-6454 or e-mailing at [dfarnan@ueci.coop](mailto:dfarnan@ueci.coop). You may also write to:

UNITED SERVICES, INC.  
PO BOX 757  
MARYVILLE, MO 64468

It is our intent to provide our customers with the best satellite internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of our high speed internet access service, as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions continued in our Customer Agreement.

It is the responsibility of all out internet customers and all others who have access to our network, to comply with this AUP and all out other policies. As a Service Customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any of our other policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify us so that your account may be closed.

NOTE: We reserve the right to immediately terminate the Service and the Customer Agreement if you engage in any of the prohibited activities listed in this AUP or if you use our Equipment or Service in a way which is contrary to any of our policies or any of our suppliers' policies.

### **ACCEPTABLE USE**

United Services will publish the Acceptable Use Policy on its web site. This policy, along with the Customer Agreement, may be revised from time to time. You agree to abide by United Services policies concerning use of United Services Internet Service as published on line at the time of use.

United Services Internet Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless United Services from any claims resulting from your use of United Services Internet Service.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is not allowed. Sending a message, especially an advertisement, to more than five recipients, is considered by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Unsolicited advertisements via e-mail, or via discussion groups whose charter does not explicitly allow advertisements, are not allowable.

Violations of United Services Customer Agreement and Acceptable Use Policy will result in account suspension or cancellation and fines.

#### UNLIMITED USAGE

United Services offers unlimited usage to Single WildBlue Internet Services customers. "Unlimited usage" does not mean "unlimited access." Unlimited usage accounts have no hourly charges when the account holder is wholly and exclusively engaged in personal, interactive Internet use. Accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people. Accounts may not be kept connected with a keep-alive of any sort, such as setting an e-mail program to check mail periodically unattended. United Services may disconnect connections after extended periods of inactivity or unauthorized use.

#### RESPONSIBILITY FOR ACCOUNT USE.

You are responsible for all use of your account(s) and confidentiality of password(s). United Services will suspend or change access upon notification that your password has been stolen, lost or otherwise possibly compromised. United Services is not responsible for your personal files residing online on United Services owned and controlled computers. You will be responsible for independent backup of your data stored online. You will be responsible for all access to and use of United Services Internet Services by your personnel or by means of your equipment, whether or not you have knowledge of or authorize such access or use.

If the subscriber is less than 18 years of age, the application must be signed and these terms agreed to by a parent or legal guardian, who is responsible for all charges related to the use of the subscriber's account(s).

#### UNAUTHORIZED USE OF ACCOUNT

United Services will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal packet size, UDP flooding, half-open TCP connection flooding, etc.) and the like.

Harassment or abusive use of e-mail and other Internet services are not allowed. United Services will handle incidents of harassment on a case-by-case basis, consulting with all parties involved.

Any unauthorized use of accounts or computers by a United Services customer, whether or not the attacked account or computer belongs to United Services, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

#### LIMITATIONS ON RESOURCE USAGE

United Services reserves the right to impose limits on the total amount of disk space and other resources available for your use on United Services operated computers. E-mail accounts are subject to a limit of 2MB. United Services reserves the right to delete, without notice, personal e-mail files that have not been accessed for more than one month.

Disk space for storage of web pages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online at the time of use. United Services reserves the right to remove files that exceed allowed limits.

#### E-MAIL PRIVACY

Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server; therefore, users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. With regards to United Services mail servers, United Services places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems or being presented with a search warrant for the information.

#### ILLEGAL MATERIAL

United Services bears certain legal liabilities for the use of its computer network and equipment. As such, United Services prohibits any and all use of United Services network for illegal purposes. When presented with a search warrant, United Services is obligated to release any information named therein, and will cooperate with authorities in any criminal investigation of inappropriate Internet usage.

However, United Services recognizes that the legal status of the Internet has not yet resolved satisfactorily, either through legislation or court precedent. Therefore, United Services must make certain decisions regarding the illegality of various specific actions. Among the actions United Services considers illegal and therefore will not allow on its network are: unauthorized distribution of copyrighted material; exploitation of minors; and unauthorized use of computer resources. United Services believes the First Amendment rights of free speech, freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is voice of legitimacy.

#### WEB SERVICE

As part of the Service, United Services provides personal web space which includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on United Services computer equipment, giving United Services some ethical responsibility for the content of such

pages. United Services will handle potentially inappropriate web pages on a case-by-case basis. Examples of inappropriate information include downloaded virus code and obscene materials.

Personal web space provided under any Residential Service may not be used for purposes that can be deemed as an attempt to sell a product or service. Only web space provided under non-Residential Services account may be used for commercial activity.

United Services grants you non-exclusive, non-transferable, limited license to store documents on a United Services Internet World Wide Web server, and to use the server at burst bandwidth speeds up to United Services full capacity. United Services will bill for usage in accordance with rate and prices published online at the time of use.

#### TERM AND TERMINATION

This agreement will become effective on the date the service application is entered into United Services system (no later than the end of one business day after receipt of application). United Services, at its sole discretion, may terminate this agreement immediately or suspend your access to the service upon any breach of this Agreement by you.

You are responsible for notifying United Services of your wish to terminate your account if desired. Charges will continue to accrue until your notification to United Services of account termination, or until your account is cancelled due to non-payment as stated in the Customer Agreement. If your account is cancelled due to non-payment, you will be in default and subject to any and all late fees and collection fees payable by you under this Agreement.

Licenses granted hereunder will terminate automatically if you fail to comply with the limitations described herein. Upon termination, you must destroy all copies of the Software and Documentation.

#### EXPORT CONTROLS

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has embargoed goods; or to anyone on the U.S. Treasury Departments' list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

In addition, if the licensed Software is identified as a not-for-export product (for example, on the box, media or on the installation process), then the following applies: except for export to Canada for use in Canada by Canadian citizens, the Software and any underlying technology may not be exported outside the United States or to any foreign entity of "foreign person" as defined by U.S. Government regulations, including without limitation, anyone who is not a citizen, national or lawfully permanent resident of the United States. By downloading or using the Software, you are agreeing to the foregoing and are warranting that you are not a "foreign person" or under the control of a foreign person.

#### EFFECT OF AGREEMENT

This Agreement (which will include the current and future Schedules hereto) represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.

#### MODIFICATION OF TERMS AND CHARGES

United Services reserves the right to change rates or otherwise modify provisions of this Agreement by notifying you at least thirty (30) days before the effective date of the change, by written, or online notice. Your use of United Services Internet Service after such notice will constitute your acceptance of the modifications of this agreement.

#### FORCE MAJEURE

United Services performance hereunder is subject to interruption and delay due to causes belong its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

#### SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

#### NOTICES

Except as otherwise provided herein, all notices hereunder will be given in writing as follows:

**UNITED SERVICES  
PO BOX 757  
MARYVILLE, MO 64468**

#### GOVERNING LAW

This Agreement will be governed by and construed under the laws of the state of Missouri except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included. All disputes will be settled in Missouri courts.

#### WAIVER

Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

#### U.S. GOVERNMENT RESTRICTED RIGHTS

Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252-211-7015, and in similar clauses in the NASA FAR Supplement.

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