



YurokConnect® Residential Internet Acceptable Use Policy

Customer understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice.

General

Our customers may not use our network, machines, or services in any manner which:

- Violates any applicable law, regulation, treaty, or tariff.
- Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
- Infringes on the intellectual property rights of others.

Prohibited activity includes but is not limited to unauthorized use (or attempted unauthorized use) of any machines or networks, denial of service attacks, falsifying header information or user identification information, monitoring or scanning the networks of others without permission, sending unsolicited bulk email, maintaining an open mail relay, collecting email addresses from the Internet for the purpose of sending unsolicited bulk email or to provide collected addresses to others for that purpose, and transmitting or receiving copyright-infringing or obscene material. Repeated copyright infringements are grounds for termination of service.

High Speed Internet Access Service

Customers may not resell High Speed Internet Access Service ("Service") without a legal and written agency agreement with YurokConnect®. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e. wi-fi or other methods of networking). Customers may not use the Service to host any type of commercial server. Customers must comply with all YurokConnect® network, bandwidth, data storage and usage guidelines. YurokConnect®, at its sole discretion, may suspend, terminate or apply additional charges to the Service if Service usage by the Customer is determined, by YurokConnect®, to be excessive or abusive in any manner.

Remote Access

YurokConnect® does not support remote access at this time.

Commercial Use Prohibited

YurokConnect® residential Internet access services are provided for residential usage only. Commercial or business use of residential services is prohibited. In the event of such usage YurokConnect® at its option may suspend or terminate service or may move the customer to a commercial Internet access service, in which case higher charges may apply.

Email

Sending unsolicited bulk email is prohibited. Sending unsolicited bulk email from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation, email, Web, FTP, and DNS services, is prohibited and is grounds for termination of those services to customers or users who engage in the practice. Users who send unsolicited bulk email from our accounts will be charged the cost of labor to respond to complaints, with a minimum charge of \$200. Customers or users who send bulk email to "opt-in" lists must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited email. Continuing to send someone email after being asked to



stop is considered harassment and is prohibited. Using email to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited. Sending email with falsified header information is prohibited. Chain letters, pyramid schemes, and hoaxes are prohibited.

Email Address Harvesting

Customers and users may not use programs to harvest email addresses from the Internet for the purpose of sending unsolicited email or selling the addresses to others for that purpose. Usenet newsgroups: We place no content restrictions on newsgroup postings by its users except that (a) no illegal content, including pyramid/Ponzi schemes, is permitted and (b) all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole.

Posting 20 or more copies of the same article in a 45-day period ("spamming") or continued posting of off-topic articles after being warned is prohibited. Users who engage in spamming using our accounts will be charged the cost of labor to issue cancellations and respond to complaints, with a minimum charge of \$200. Users who engage in spamming from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation email, web, FTP, and DNS services, is prohibited and is grounds for termination of those services to those users.

Excessive crossposting (Breibart Index of 20 or greater in a 45-day period) is prohibited. The Breibart Index (BI) is calculated by taking the sum of the square roots of the number of newsgroups each copy of an article is crossposted to. If two articles are posted, one crossposted to 9 newsgroups and the other crossposted to 16 newsgroups, the BI = $\sqrt{9} + \sqrt{16} = 3 + 4 = 7$. Crossposting articles to newsgroups where they are off-topic is prohibited; a good rule of thumb is that if you are crossposting to more than five newsgroups, it's likely to be off-topic on at least one of them. Commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups. Information about advertising on Usenet can be found in Joel Furr's [Advertising on Usenet FAQ](#).

For more information on "spam," see the [FAQ on Current Usenet spam thresholds and guidelines](#) which is regularly posted to the news.admin.net-abuse.misc newsgroup by Chris Lewis, or visit [Fight Spam!](#)

Posting articles with falsified header information is prohibited. "Munging" header information to foil email address harvesting by "spammers" is acceptable provided that a reasonable means of replying to the message originator is given. Use of anonymous remailers is acceptable, so long as the use is not otherwise a violation of this policy. Users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

Users are urged to familiarize themselves with the workings of Usenet by reading [FAQs regarding Usenet](#) before becoming active participants.

Servers, Proxies, and Networks

Users may not run any program which makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Users may not run such programs on their own machines to make such services or resources available to others through a dialup or DSL account nor any type of wireless or wired access either for free or for value received; a dedicated access commercial account is required for such purposes. Customers are responsible for the security of their own networks and machines. We will assume neither responsibility nor accountability for failures or breach of customer-imposed protective measures, whether implied or actual. Abuse that occurs as a result of a compromised customer system or account may result in suspension of services or account access.

Storing files

The storage of any program, utility or file on our servers the use of which would constitute a violation of this policy is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on our servers.



YurokConnect® reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

System Notifications

YurokConnect® reserves the right to implement network changes without prior notification.

CHILD PORNOGRAPHY PROHIBITED

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to YurokConnect®. If circumstances indicate that child pornography is apparent, YurokConnect® will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. YurokConnect® may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

Termination of Service

YurokConnect® reserves the right to discontinue service at any time, for any reason, without prior notification. Customers may terminate their account by contacting YurokConnect® by telephone at 707-482-1350. No email cancellations will be accepted.

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