



As a provider of Internet access and other Internet-related services, ResortInternet, LLC offers its customers the means to acquire and disseminate public, private, commercial and non-commercial information. To assist in protecting the usefulness and enjoyment of the Internet for RESORTINTERNET customers and other users, RESORTINTERNET has developed this Acceptable Use Policy ("AUP") outlining our policies on network abuse. The activities described below constitute violations of the RESORTINTERNET Service Agreement and may result in the loss of service. This AUP prohibits activities that include, but are not limited to, the matters described below. The terms of this AUP may change at any time and without prior notice; users are responsible for informing themselves of any changes to this AUP by consulting the RESORTINTERNET web site (<https://www.resortinternet.com/aup.html>). Continued use of RESORTINTERNET services constitutes your acceptance of changes to this AUP that may be applied from time to time. If users have any questions about this AUP, please do not hesitate to contact RESORTINTERNET by e-mail at info@resortinternet.com

For purposes of this document, "user" and "users" mean and refer to the RESORTINTERNET subscriber and all other users accessing the Internet through the RESORTINTERNET subscriber.

RESORTINTERNET does not monitor, verify, warrant or vouch for the accuracy and quality of any of the information users may acquire from the Internet. For this reason, users must exercise their best judgment regarding information obtained from the Internet. Some material posted to the Internet is sexually explicit or otherwise offensive. RESORTINTERNET cannot monitor or censor the Internet, and cannot accept any responsibility for inaccurate, unsuitable, offensive, or illegal Internet communications.

RESORTINTERNET does not review or take responsibility for any information or materials users may place on the Internet. When users place materials on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech.

Users are prohibited from using RESORTINTERNET Internet service in conducting activities that include, but are not limited to:

Spamming - Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). Spamming is not only harmful because of its negative impact on the recipients and consumer attitudes toward RESORTINTERNET, but also because it can overload RESORTINTERNET's network and disrupt service to RESORTINTERNET subscribers. Maintaining an open SMTP relay is also prohibited.

Intellectual Property and Privacy Violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents. Also, engaging in activity that violates privacy, publicity, or other personal rights of others.



Obscene Materials - Using RESORTINTERNET's network to advertise, transmit, store, post, display, or otherwise make available child pornography, obscene speech or other obscene material. RESORTINTERNET is required to notify law enforcement agencies when it becomes aware of the presence of child pornography on or transmitted through RESORTINTERNET's network.

Harassing, Defamatory or Abusive Communications - Using RESORTINTERNET's network as a means to transmit or post defamatory, harassing, abusive, or threatening communications.

Forging of Headers - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks - Accessing illegally or without authorization computers, accounts or networks belonging to others, or attempting to penetrate security measures of other systems (often known as "hacking"). Also, engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities - Distributing information regarding the creation of or sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing, or denial of service attacks. Also, engaging in any activity that disrupts the use of or interferes with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, or piracy of software.

Export Control Violations - Exporting encryption software over the Internet or otherwise, to points outside the United States.

Other Illegal Activities - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities - Engaging in activities, whether lawful or unlawful, that RESORTINTERNET determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

RESORTINTERNET does not ordinarily monitor the communications of its subscribers for compliance with the AUP or applicable law. If RESORTINTERNET becomes aware of harmful



activities, it may take preventive measures, including but not limited to, removing information, shutting down a web site, implementing screening software, denying access to the Internet, alerting the proper authorities, or any other action it deems appropriate. RESORTINTERNET reserves the right not to accept postings from newsgroups where we have knowledge that the content of the newsgroup violates the AUP.

The Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. RESORTINTERNET urges users to assume that all on-line communications are insecure. RESORTINTERNET is not responsible for the security of information transmitted over RESORTINTERNET's facilities. Users are solely responsible for the security of their systems and accounts.

RESORTINTERNET may monitor its service electronically to determine that its equipment is operating satisfactorily. RESORTINTERNET may disclose information, including but not limited to, information concerning end users, a transmission made using our network or a web site in order to comply with applicable law or governmental requests. RESORTINTERNET shall have no obligation to inform users that information has been requested or provided. RESORTINTERNET may also disclose user information or information transmitted over its network where necessary to protect RESORTINTERNET and others from harm, or where such disclosure is necessary to the proper operation of the system.

RESORTINTERNET expects that all users will comply fully with all applicable laws concerning use of the Internet. Failure to comply with those laws is a violation of this AUP. Users found responsible for violation of this AUP may, at the sole discretion of RESORTINTERNET, have their Internet access terminated, their RESORTINTERNET account suspended or terminated (if applicable) or be assessed additional service charges. Violation of this AUP may result in criminal and civil liability. RESORTINTERNET may offer full cooperation with law enforcement agencies if their investigation warrants it. If RESORTINTERNET receives numerous complaints regarding breaches of this AUP, RESORTINTERNET may, in its discretion, impose a processing fee per complaint in addition to an administrative fee. Each user agrees to indemnify and hold RESORTINTERNET and RESORTINTERNET's subscriber (if the user is other than the subscriber) harmless from any loss, liability or expense, including attorney's fees, they may sustain as a result of user's failure to comply with applicable law, this AUP or the applicable RESORTINTERNET Service Agreement.

RESORTINTERNET does not assume liability to any user for failure to enforce the terms of this AUP. RESORTINTERNET reserves the right to suspend or terminate any user's Internet access or subscriber's RESORTINTERNET account at any time without prior notice.

We hope this AUP is helpful in clarifying the obligations of Internet users. Any complaints about violations of this AUP should be sent to info@resortinternet.com.