

## Radio Link Internet Acceptable Use Policy (AUP)

Radio Link Internet (RLI) has published this Acceptable Use Policy as part of our overall effort to provide high-quality, reliable service to our customers; make their experience with RLI positive and fulfilling; protect the privacy and security of our customers, systems and networks; encourage responsible use of RLI and other ISPs' resources; and comply with applicable laws.

This Policy describes the types of uses of RLI services which are prohibited for being contrary to our objectives. To achieve those objectives, RLI may, at its sole discretion, determine whether a use of its services of any kind is a violation of this Policy. While it is not our intent to monitor, control or censor communications of our clients and customers, when we become aware of a violation of this policy, we may take such action as we deem appropriate to address the violation.

This Policy applies to all customers and clients of RLI and its services, and to all other users of the RLI systems. This Policy supplements, but does not supersede, the contracts that customers and clients have with RLI. If such a contract restricts a use of RLI services that is not addressed in this Policy, the contract will govern with respect to such use.

### **Prohibited Uses**

Uses of the RLI Network described below are expressly prohibited under this Policy. These descriptions are specifically intended as guidelines for conduct and are not meant to be exhaustive.

### **Illegal/Criminal Activity**

The RLI Network may not be used in conjunction with criminal or civil violations of state, federal or international laws, regulations or other government requirements. Such violations include, but are not limited to, theft or infringement of copyrights, trademarks, trade secrets or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credits cards or personal information; and threats of physical harm or harassment.

### **Security Violations**

The RLI Network may not be used in connection with attempts - successful or not - to violate the security of any network, service or other system. Examples of prohibited activities include hacking, cracking into, monitoring or using systems without authorization; scanning ports; conducting denial of service attacks of any kind; and distributing viruses or other harmful software.

RLI customers are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Policy. Customers are

responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

### **Threats**

The RLI Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

### **Offensive Materials**

The RLI Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent or hateful materials.

### **File Serving or Sharing**

**The RLI Network may not be used to serve files without a separate written agreement. This includes but is not limited to web servers, FTP servers, mail servers , Peer to Peer file sharing software (i.e. Kazza, Limewire, etc.) and Torrent Software (i.e. micro torrent, Bit torrent, etc.). This also includes services such as Megaupload.com and Rapidshare.com.**

### **Spam**

Spamming is an unacceptable use of the RLI Network. Spamming includes any of the following activities:

- Posting a single message, or messages similar in content, to more than five online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of those forums or newsgroups.
- Collecting responses from unsolicited e-mail.
- Sending any unsolicited e-mail that could be expected, in the view of RLI to provoke complaints.
- Sending e-mail with charity requests, petitions for signatures, or any chain mail related materials.
- Sending e-mail that does not accurately identify the sender, the sender's return address and the e-mail address of origin.
- Using RLI systems to violate another Internet Service Provider's acceptable use policy and/or terms of service.

### **Indirect Access**

A violation of this policy by someone having only indirect access to the RLI Network through a customer or other user will be considered a violation by the customer or other user, with or without the knowledge and consent of the customer or other user.

In addition, this Policy applies to any e-mail or content transmitted by you or on your behalf which uses a RLI account as a mailbox for responses or promotes content hosted or transmitted using RLI facilities, or which indicates in any way that RLI was involved in the transmission of such e-mail or content.

The resale of RLI products or services is not permitted unless expressly approved in a written agreement with RLI.

### **Consequences**

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action deemed appropriate to the violation, as determined solely by RLI. When feasible, it is the preference and desire of RLI to give notice so that violations may be addressed voluntarily. However, RLI reserves the right to act without notice when necessary, as determined by RLI in its sole discretion. RLI may involve, and will cooperate with, law enforcement authorities if criminal activity is suspected.

Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

### **Incident Reporting**

Any complaints regarding violations of this Policy by a RLI client or customer should be directed to [www.radiolinkinternet.com](http://www.radiolinkinternet.com). Where possible, include any details that would assist RLI in investigating and resolving the complaint (i.e., expanded e-mail headers and a copy of the offending transmission).

### **Revisions to this Policy**

RLI may modify this policy at any time, effective when posted to a RLI public web site. Notice may also be provided via electronic or standard mail.