

Terms of Service

Our Terms Of Service can be summed up in three sentences:

1. Don't use our service to do illegal things.
2. Other people have the right to use the Internet (and provide Internet service) in peace - let them do so.
3. The Internet is a powerful tool, and we give you full access to it. Use it wisely.

Simple and reasonable. Even so, we still have to have a long-winded legal version. Please look this over, since we cannot provide you with Internet access unless you agree to these terms.

The following is an agreement between Net Access Corporation (NAC) and any customer using Nac's service (Subscriber)

I. General Overview

NAC's policy is to offer unlimited, unrestricted Internet access to all users in its coverage area. However, freedom of access is not a license for chaos, and certain rules are necessary to protect our own rights and the rights of our users, and to ensure that all of our Subscribers are able to enjoy their Internet access to the fullest. NAC therefore requires its Subscribers to follow the rules in this document.

The Internet is a vast resource which is incapable of being completely monitored or controlled by any one entity. NAC cannot and will not control or warrant the validity, usefulness or suitability of any information on the Internet which is accessed through NAC's service. NAC does not willfully censor or monitor any information available on the Internet. Subscriber alone is responsible for monitoring any information that children may access on the Internet through Subscriber's NAC account. Software ([Net Nanny](#), [Cyber Patrol](#), etc.) is available to assist parents and other concerned adults in monitoring children's use of the Internet.

II. Subscriber Consent To Rules

Before signing up with NAC, or continuing to use our service, please read these rules. By using NAC services, you agree to comply with these Acceptable Use rules. NAC may terminate your account if you fail to comply with these rules.

If you do not agree to follow these rules, please notify webmaster@nac.net so we can

cancel your service and give you a prorated refund.

A. USE OF SERVICES

1. The Subscriber agrees to use NAC's services for lawful purposes, in compliance with all applicable laws.
2. NAC dial-up accounts are provided for use in conformance with these rules and Terms and Conditions. NAC reserves the right to investigate suspected violations of the rules. When NAC becomes aware of possible violations, NAC may initiate an investigation, which may include gathering information from the Subscriber or Subscribers involved and the complaining party, if any, and examination of material on NAC's servers.
3. During an investigation, NAC may suspend the account or accounts involved and/or remove the material involved from its servers, and NAC is not responsible in any way for any damages resulting therefrom. If NAC believes a violation of these rules has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of material from NAC's servers, the cancellation of news group posts, warnings to the Subscriber or Subscribers responsible, and the suspension or termination of the account or accounts responsible. NAC, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these rules could also subject the Subscriber to criminal or civil liability.

B. USE OF MATERIALS

1. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using NAC's services. Subscribers may also re-distribute materials in the public domain. The Subscriber assumes all risks regarding the determination of whether material is in the public domain.
2. The Subscriber is prohibited from storing, distributing or transmitting any unlawful material through NAC services. Examples of unlawful material include, but are not limited to, direct threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. The Subscriber may not post, upload or otherwise distribute copyrighted material on NAC's servers without the consent of the copyright holder. The storage, distribution, or transmission of unlawful materials could subject the Subscriber to criminal as well as civil liability, in addition to the actions outlined in Section II.A. above.
3. The Subscriber may not store or distribute certain other types of material on NAC's servers. Examples of prohibited material include, but are not limited to, programs

containing viruses or trojans and tools to compromise the security of other sites.

C. PASSWORDS

1. NAC personal dial-up accounts are for individual use only. Subscribers may not share passwords or accounts with other individuals.
2. In the event that the security of a Subscriber is compromised, NAC may require the Subscriber to use a new password.
3. NAC staff may check the security of a Subscriber's passwords at any time. A Subscriber with an insecure password may be asked to change the password to one which complies with the above rules. Subscribers who repeatedly choose insecure passwords may be assigned a password by NAC; continued failure to maintain password security may be grounds for account termination.

D. SYSTEM SECURITY

1. The Subscriber is prohibited from utilizing NAC services to compromise the security of, or tamper with, NAC's system resources or accounts on any of NAC's computers, routers, terminal servers, modems, or any other equipment at NAC or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. Any attempt to access any of NAC's corporate assets is strictly prohibited.
2. NAC reserves the right to release the user names of Subscribers involved in violation of system security to system administrators at other sites, in order to assist them in resolving security incidents. NAC will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

E. SYSTEM RESOURCES

1. NAC will allocate system resources to provide all Subscribers with the best service possible. As part of resource allocation, NAC may limit, restrict or prioritize access to system resources, including CPU time, memory, disk space, session length, and number of sessions.
2. Additionally, NAC may institute services and fees for Subscribers who are interested in accessing system resources above and beyond acceptable usage. See below, Section III.
3. NAC may log instances of abuse of system resources, including but not limited to

those outlined below, and take action as outlined in Section II.A. above.

4. System abuse is defined as any use of NAC resources which disrupts the normal use of system or Internet services for others. Examples of system abuse include, but are not limited to, attempting to disrupt the sessions of other Internet users, consuming excessive amounts of memory, disk space, or bandwidth, or otherwise affecting the performance of NAC's servers or networks.

5. Subscribers may not run programs which provide network services from their accounts. Example of prohibited programs include, but are not limited to, mail, http and irc servers, and multi-user interactive forums.

6. Subscribers may only make use of NAC system resources while logged in. The sole exceptions to this policy are email filters, which process and sort mail as it arrives.

III. Acceptable Usage

Acceptable usage is hereby defined as the normal activities associated with the usage of the Internet, including, but not limited to, usage of NAC's systems and network facilities for accessing the WWW, IRC, Usenet News, E-Mail, and other Internet features. Depending on the account type, this may include file storage on NAC's servers for Subscriber's own personal web page, file access area (FTP), and possibly Unix utilities used in a shell account. Shell users may be permitted to use their own software on NAC's servers, subject to NAC's examination and approval, provided such software does not use excessive system resources or in any way compromise system integrity and does not fall under any of the prohibited activities listed within this document.

This policy is subject to any and all laws and regulations set forth by the Federal, State or any other governmental authority.

IV. Prohibited Activities

Activities specifically prohibited by NAC administration include but are not limited to the following:

- 1) Background and/or server-type applications
Including but not limited to IRC bots, HTTP servers, MUDs, and any other process which were initiated by the user that continues execution on the system upon user logout.
- 2) Long-term storage of data
Long-term storage of data is referred to as the storage of files which are not used regularly in an account for an extended period of time. This specifically includes but is not limited to programs such as shareware programs which the user may download to their account for purposes of transferring to their home computer. Such programs should be removed

at such time as they are successfully transferred to the user's personal system.

- 3) Flooding or abuse of other users
Flooding is a fairly common occurrence on the Internet, and one which is dealt with strictly at NAC. Flooding takes place in numerous ways, including but not limited to ICMP flooding, mail bombing (sending large amounts of e-mail repeatedly to a person for purposes of harassment), mass mailings to multiple addressees, msg/CTCP flooding on IRC, as well as other, less common methods.
- 4) Attempts to compromise system and/or network security
Programs such as packet sniffers, password crack programs, and similar utilities found to be running from a user's account are prohibited. This also includes attempts to hack into non-NAC systems.
- 5) Sharing of accounts
Sharing of a user's account with another party for purposes of avoiding payment for a second account is strictly prohibited.
- 6) Attempts to bypass resource usage limitations
In order to provide fair service to all NAC users, NAC has implemented certain resource limitations, the two most common being disk quotas on the servers, and idle time-outs on dial-ups. Attempts to bypass disk usage quotas by any means may result in immediate loss of system privileges. Attempts to bypass the idle time-outs are also prohibited. The current idle time-out limit is twenty minutes.
- 7) PPP/SLIP Emulation software
Since PPP/SLIP is a product offered by NAC, users desiring such access are required to sign up for that service rather than attempting to emulate it by software. Any such software will be removed from the user's account by NAC immediately when found. All software provided by NAC to Subscribers are copyrighted by NAC and may not be tampered with, decompiled or reverse engineered.
- 8) Excessive use of system resources
This segment can be broken down into two different parts, system and dial-up. For system purposes, this can be defined as the continued use of programs or commands which take a large amount of system resources, be that processor time, network bandwidth, and/or drive space on the host system. For dial-up purposes, this primarily prohibits the continued usage of a dial-up port to simulate a dedicated connection for the user's home system. Dial-up accounts are designed to provide on-demand access for Subscribers, not dedicated connections. If a dedicated connection is desired, the Subscriber needs to speak with NAC's Dedicated Sales department.
- 9) E-mail Abuse
E-mail abuse typically comes in one of three forms, the transfer of an unsolicited message to individuals (spamming), the sending of harassing and/or threatening messages to other users, and the forging of e-mail addresses so as to make the e-mail appear to be from another user.
- 10) Usenet order News Abuse
Similar to e-mail abuse, includes forging of addresses, harassment/threats, the posting of the same message to multiple news groups (spamming), as well as the posting of information in groups where

it is not relevant and unwanted.

- 11) Pyramid/Money-Making schemes (MMF, or Make Money Fast Scams)
Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all illegal, and all prohibited.
- 12) Pirated Software
Pirated software is defined as the illegal exchange of software via the Internet for purposes of avoiding the purchase of said software by the individuals involved. This includes most commercial applications such as Adobe Photoshop, Illustrator, etc. Such activities are prohibited by Federal law and are thus not allowed in any form on NAC. Such prohibition also includes the unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources and copyrighted software. The exportation of software or technical information in violation of U.S. export control laws is strictly prohibited.
- 13) High-Traffic Web sites
Individual accounts on NAC machines are intended to provide access to individuals only. As most individual pages are fairly low-traffic for the most part, the performance for everybody on the systems is optimal. However, some individuals occasionally choose to put content on their pages which draws a large number of hits to their pages and thus degrade performance for other users' pages. Due to this, NAC has had to implement certain limitations on the amount of traffic an individual user's home page can receive. Typically a page can safely receive around 4-5,000 hits per day and/or transfer under 20-25 megs per day without causing excessive load on the host system. Sites generating more than this must be moved over to NAC's Web Hosting services, which are better suited to deal with the extra traffic.

V. Penalties for Abuse

1. Penalties for account abuse include termination of a user's account and any applicable legal penalties. The penalties imposed on a user for abuse will vary based on the level of the offense. NAC will usually give a warning on the first offense, but will terminate the account immediately and without warning if the offense is severe enough. Accounts closed due to subscriber abuse will not be reopened.

It is vital for NAC to provide a quality service for all users, and NAC will not tolerate users who through their actions hinder us in that endeavor. It is also important for NAC to have a non-intrusive presence to the rest of the net, and thus prohibited activities which adversely affect users on other service providers and their associated networks. To this end, NAC reserves the right to modify and/or disable user service at any such time abuse occurs.

2. NAC will not reimburse users whose service was suspended or disabled due to any

of the reasons listed above.

3. All NAC Internet Users agree to indemnify and hold NAC, its officers, directors, shareholders, employees, agents, subsidiaries, and affiliates harmless from any and all claims and expenses related to the user's violation of this Agreement, including any abusive or unlawful behavior on the part of the User or the user's dependents, or the infringement of any intellectual property or privacy right of any person or entity.

VI. Additional Policies

A. Due to the explosive growth of the Internet and the constant addition of new services and thus the new possibilities of abuse, NAC reserves the right to add and enforce new policies.

B. While NAC strives to provide local access to our Subscribers, NAC cannot guarantee such service. It is the user's responsibility to verify with the telephone carrier whether the calls made via the Subscriber's modem to access the Internet are local or not. NAC makes no warranties as to whether NAC can provide users with local Internet access numbers. Users are responsible for paying their own dial-up telephone charges for accessing the Internet as well as for contacting NAC's Subscriber and/or Technical Support lines. **NAC WILL NOT REIMBURSE USERS FOR ANY LONG DISTANCE CHARGES.**

C. The staff of Net Access Corp treats both its customers and employees with respect, we expect the same in return. NAC reserves the right to terminate any customer engaging in, or using threatening or harassing language towards our employees.

D. NAC will not be responsible for lost data in the event that an account was suspended/terminated due to an outstanding balance.

VII. Limitation of Liability

NAC's liability under any circumstances is limited to the current month's service charge.

VIII. Warranties

NAC's service is provided on an as is, as available basis. No warranties, express or implied, including but not limited to those of merchantability or fitness for a particular purpose, are made with respect to NAC's service or any information or

software therein. Under no circumstances, including negligence, shall NAC be liable for any incidental, special, or consequential damages that result from the use of or inability to use NAC's service. Nor shall NAC be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond NAC's reasonable control, including but not limited to acts of God, communications line failure, theft, destruction, or unauthorized access to NAC records, programs, or services. In no event shall NAC's total liability for all damages, losses, and causes of action exceed the aggregate dollar amount paid under the agreement.

IX. BILLING POLICIES

1. Subscriber acknowledges, agrees and assumes full responsibility for making timely payments for each NAC Internet account. (Most accounts are billed quarterly; other accounts may have different billing periods as arranged with NAC.) Timely payment includes keeping account and billing information current for all of subscriber's accounts. Subscribers who pay via credit card must provide NAC with their full name, billing address, credit card number and expiration date. It is the Subscriber's responsibility to timely notify NAC of any changes in the Subscriber's credit card account.

2. NAC reserves the right to cancel any Subscriber account without notice due to non-payment. In the event that Subscriber fails to timely make full payment of each invoice, NAC reserves the right to charge interest, late fees and/or reactivation charges on the delinquent Subscriber's account.

3. In the event of cancellation by Subscriber, Subscriber must contact NAC in one of the following manners: 1) via mail with proof of receipt properly addressed to: Net Access Corporation, 1719 Route 10 East, Suite 111, Parsippany, NJ 07054; 2) via email to billing@nac.net where the subject has the words 'Account Cancellation'; or 3) via telephone to a NAC representative at (973) 590-5000, followed by written confirmation by Subscriber with proof of receipt, properly addressed to and received by NAC within ten (10) days from the date of telephone cancellation. Notification of cancellation MUST be accompanied by the Subscriber's NAC username.

4. NON-USAGE OF AN ACCOUNT IS NOT PROOF OF CANCELLATION OF SERVICE. Subscribers are responsible for full payment on all accounts whether or not the account is ever utilized.

5. Any billing discrepancies shall be presented to NAC in reasonable detail, in writing, within twenty (20) days of the date of the charge. Such notification shall not relieve Subscriber of the obligation to make all payments including the amounts

disputed by the due date. NAC shall not be obligated to consider any Subscriber notice of billing discrepancies which are received by NAC more than twenty (20) days following the date of the invoice in question. If a Subscriber fails to dispute any charge after twenty (20) days from the date of the charge, Subscriber waives its rights to thereafter make any such dispute and all such charges will be deemed valid.

6. In the event that a Subscriber pre-pays for their Internet account, any discounts given by NAC for such payment plans are calculated that the Subscriber is paying for the regular months of service and getting additional months at the end of the service term at a discount. In the event that a Subscriber cancels their service within a year, such Subscriber is no longer entitled to any discounts.

7. Subscriber acknowledges, agrees and assumes full responsibility to verify that the telephone number that they call to access the Internet is a telephone number which is local to their area. NAC is NOT responsible in any way for any telephone charges incurred by any Subscriber when accessing the Internet or when contacting NAC for any reason. In the event that the Subscriber's local telephone number to access the Internet is out of service, Subscriber assumes full responsibility for all long distance charges incurred by Subscriber if Subscriber chooses to call a long distance telephone number to access the Internet, even if directed to do so by NAC's Subscriber/Technical Support.

8. NAC makes no Warranties as to the availability or right to use of any Loginname, E-mail Address, or Web Page Address. Loginnames, E-mail Addresses, and Web Page Addresses are NOT confirmed at the time of sign-up of any Subscriber. NAC will not refund any charges for reprinting of stationary or any other losses incurred.

9. NAC MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE ACCURACY OF BILLING, OR THE QUALITY OF SERVICES PROVIDED OR TO THE WARRANTY OF MERCHANTABILITY OR TO FITNESS FOR A PARTICULAR PURPOSE.

10. Subscriber agrees that at the end of the term of the Internet Account initially agreed to by Subscriber or any term thereafter, NAC may, at its sole discretion, automatically renew such Internet Account for an additional term. Subscriber further agrees that upon renewal of such Internet Account, NAC may continue to charge Subscriber's credit card or seek other form of payment from Subscriber, for which Subscriber shall be responsible for. In the event that Subscriber does not wish NAC to automatically renew such Internet Account, it is Subscriber's sole responsibility to notify NAC of such intent prior to the expiration of such term.

11. In the event the customer has an invoice older than 30 days, the account is subject to suspension. Full payment of all outstanding invoices and applicable reinstatement fees are required to reinstate the account. After suspension, NAC must receive a

written or verbal response or payment in full within 21 days or the account will be terminated and placed into collections.

12. In the event that an account was placed into collections, the entire balance plus reinstatement fees must be paid prior to account re-activation.

13. All returned checks are subject to a \$35 fee.

14. All credit card chargebacks will be assessed a \$35 fee.

15. All policies stated herein are subject to change at NAC's sole discretion. Subscriber shall be responsible for adhering to any new policies implemented by NAC.

16. The use of any form of Audio, Video, or Photographic recording device is strictly prohibited without the express written permission of Net Access Corporation. Any violation of this policy will be considered a breach of contract, and will result in a permanent ban of access to the data center facility and termination of services.