

Xtreme5G Acceptable Use Policy

What is this document?

This is Xtreme5G's Acceptable Use Policy (AUP), which is part of your Terms of Service. By ordering a service from Xtreme5G or by using a service provided by us, you accept this policy and agree to follow the rules explained in it. This document is just as binding as the Terms of Service. We may revise this policy at will. Changes are in force as soon as the revised document is published. "Published" means uploaded to our website. Any changes will apply instantly only to the portion of the Terms of Service contained in this document. 30 Days' notice must still be given by Xtreme5G for any changes to other parts of the Terms of Service not included in this document.

Definitions

Customer, I, you, your: means a person, a company, or legal entity who subscribes to a service provided by Xtreme5G.

User: Also refers to a person, company, or legal entity who subscribes to a service provided by Xtreme5G, but also includes someone who also uses the same service.

Service: Any service provided by Xtreme5G

Equipment: Any hardware or device provided by Xtreme5G for use by a customer.

I, we, us: Xtreme5G, PO Box 425, Corning NY, 14830.

What is an Acceptable Use Policy (AUP)?

Every reputable Internet or telecommunications provider has an Acceptable Use Policy, or AUP. Its purpose is to describe what kinds of behavior are acceptable while you are using the ISP's services—or rather, to describe what kinds of behavior are not acceptable, why this is so, and what will happen if you engage in them in violation of the AUP. Some of the rules are based on the law, and some on the Internet conventions that have developed in the last two or three decades.

What happens if you violate the AUP?

If you do something illegal or otherwise in violation of the guidelines given here, we will take action. If you do something blatantly illegal or directly harmful to life or property, we may immediately suspend or close your account and shut down your access to the Internet. We are required by law to report some kinds of behavior to law enforcement, including (but not limited to) child abuse and child pornography of any kind, terrorism, and certain kinds of threats. If you do something less directly harmful, Xtreme5G will send you a warning or make contact with you. If you continue to violate the AUP, Xtreme5G may close your account. You have the right to disagree with us, but the decision is Xtreme5G's alone. If someone else uses your account to do something which violates the AUP, you are still responsible and may have your account suspended or closed. If this is done without your knowledge, you are still responsible. If you can convince us that you will control access to your account more closely in the future, we may reinstate your account without prejudice. If in any event, whether your account is suspended or closed, Xtreme5G will not issue you a credit. If you lose access because of your own or your users' behavior, you will not receive a refund. Outstanding account charges still apply. There may be a disconnection and/or reconnection fee charged.

Basics

Xtreme5G offers access to the Internet and other telecommunications services. However, the Internet is not owned, operated, managed by, or in any way affiliated with Xtreme5G. The Internet is a separate network of computers independent of Xtreme5G. Your use of the Internet network is solely at your own risk and is subject to all applicable local laws and regulations. Your access to the Internet is dependent on numerous factors, technologies, and systems, most of which are beyond the authority and control of Xtreme5G.

Servers

Unless utilizing a business level service, which specifically allows running of servers, you are not to run a dedicated server, serving resources accessible to the Internet outside the Xtreme5G network using your Xtreme5G service. This includes HTTP, FTP, or any other major protocol based resource/service. Note that we do not mind small amounts of usage with regard to remote control applications such as RDP or VNC as well as limited personal use of such servers such as file transfers between home and work.

P2P

Any application that is usually considered peer to peer should be configured in such a fashion as to cause minimal impact to the Xtreme5G network. This includes limited upload and download speeds.

Your Username and Password

You are not to give your username and password to anyone outside your household as they may use it elsewhere on the Xtreme5G network. You are liable for any activity by anyone connecting through your subscribed service, or by using your username and password.

Local Laws

All local laws must be followed when using a service provided by Xtreme5G.

Unacceptable Conduct

You need to avoid certain activities when using a service provided by Xtreme5G:

Harassing anyone; violating anyone's privacy; attempting to use Xtreme5G as a starting point for an activity that will intentionally hurt or annoy someone; participating in chain letters; harassing, threatening, or abusing Xtreme5G's staff; excessive posting or otherwise abusing Usenet; sending bulk unsolicited emails (spam); using Xtreme5G for any spam-related purpose; making available any software, script, product, or service that will violate this AUP (this includes, but is not limited to, programs for the distribution of spam); forging or falsifying any information, including (but not limited to) TCP/IP packet headers or any part of the header information in an e-mail message or Usenet posting; email "bombing" or flooding; any attempt to overload Xtreme5G's, or any other, system; network unfriendly activity or "hacking" that interferes with normal network operations; attempts to gain unauthorized access to ("hack into" Xtreme5G's servers, or to access Xtreme5G data, accounts, systems or networks, or to find security holes in an Xtreme5G system, whether those attempts are electronic or otherwise; any activity which could damage, disable, overload or impair Xtreme5G's services; intentionally leaving open SMTP ports so as to allow the sending of unsolicited email by a third party. That is, if you are running a mail server on an Xtreme5G account, you may not leave it open for email relay. Please note that Xtreme5G reserves the right to send announcements and other e-mail to its customers. That is not spam. You agree to receive such e-mail when you order an Xtreme5G service.

Unacceptable Data

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, Xtreme5G alone will determine whether the file or information in question is unacceptable. Xtreme5G supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of e-mail, web pages, or other data. We do not exercise editorial control over the content of any web site, e-mail message, Usenet posting, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate Xtreme5G's policies or may subject us to liability. If you run your own web server, e-mail server, or any other kind of server, you are totally responsible for those servers and their content. Make sure you are aware of any laws regarding the material you are providing, including copyright laws. You should

contact Xtreme5G to talk about running your own server as it may violate the server-specific clause above. Do not upload, e-mail, post or otherwise distribute data which is: unlawful or illegal under the laws of the United States or New York; threatening; abusive; harassing; libelous; defamatory; obscene; deceptive; fraudulent; invasive of another's privacy; inaccurate, intended to victimize, harass, degrade, or intimidate a person or group on the basis of religion, gender, race, ethnicity, age, disability, or any other reason; intended for use in distributing unsolicited bulk mail, "hacking", or other proscribed activities.

More Unacceptable Activities

If you shouldn't do it in "real life", you shouldn't do it on the Internet. Do not do any of these things when using the Xtreme5G service: fraud, false advertising, unsolicited advertising, copyright violations, use of trademark or service mark to which you have no rights, trade secret violations, any intentional disruption of communication. You may not use Xtreme5G to work around some other ISP's rules or to abuse another service. You may not use any part of the Xtreme5G service to support an activity done elsewhere which violates this AUP.

Valid Return E-Mail Address

All e-mails sent by you must have a valid return e-mail address.

Moving of Xtreme5G's Equipment

Equipment installed by Xtreme5G may not be moved or removed from its installed position. **Installed equipment is the property of Xtreme5G.**