



Acceptable Use Policy

By using services and resources owned by NTINET Rules and Regulations and Ntegrated Technologies, ("NTINET"), you agree to abide by the following Rules and Regulations and Acceptable Use Policy ("AUP" for short). Although a great majority of these provisions have the dial-up client in mind, the general provisions are equally applicable to our Web and dedicated access clients.

. This document also talks about your rights and responsibilities as a NTINET subscriber.

Privacy

1- We will not release any of your personal information to other people unless we receive a signed consent form from you. We will contact you prior to any disclosure.

Account Suspension and Cancellation

1- NTINET Subscribers have the right to cancel their accounts. Cancellations, however, generally take effect at the end of the month in which you cancel. If you wish to cancel your NTINET account, you must send notice to NTINET in writing to: Ntegrated Technologies, 1502 Wingate Street, Orangeburg, SC, 29118 or email to billing@ntinet.com. Cancellations must be received one day before the end of the billing period. Cancellation of DSL accounts will be per DSL service agreement. Time remaining on a canceled account is not transferable.

2- NTINET reserves the right to suspend or cancel your account for non-payment or for violation of the provisions of this AUP.

3- Whether you cancel your service or we cancel your service for cause, your service fees are not prorated within the current billing period. No refunds for unused service will be made for the remainder of the billing period. Setup fees are nonrefundable.

4- Contracts-If you terminate, or Ntinet terminates a contract for contract violations, you will be required to pay a termination liability charge. The termination liability charge will be specified in the Service Agreement.

Procedures & Accounting Matters

1- Our AUP is under constant review. We consider comments from our users and from experienced staff. We will change this document from time to time. You are subject to the AUP in effect at the time you sign up for NTINET services, and to each revision of the AUP that becomes effective subsequently, without further notice.

2- Account cancellations should be directed in writing to our Accounting Department via e-mail to billing@ntinet.com or via US mail at 1502 Wingate Street, Orangeburg, SC 29118.

3- Requests for change of username or password on your dial-up account should be directed to our Customer Service Department at (803)-533-1660.

4- Returned checks are subject to a \$25.00 returned-check fee.

5- Failure to pay invoices for service in a timely fashion (15 days past due date) will result in finance charges of one and one half percent (1 1/2%) or the maximum allowed by law, whichever is greater. If you do not pay within 15 days past the due date we reserve the right to disconnect your service.

6- In order for services to be reconnected you must pay a reconnection fee, any unpaid invoices plus interest and a one month deposit.

File Transfer Restrictions

1- By law, you may not upload any commercial software, any software that is subject to distribution limits, or any kind of material you don't have the right to share with other people. Likewise, you may not download any software or material you do not have the right or license to use, such as commercial software from other Internet users. You may not upload anything, such as certain cryptographic applications, that will violate local, state, or federal law. If, upon reasonable suspicion and after reasonable investigation, NTINET finds a violation of this provision, NTINET reserves the right to notify appropriate state and/or federal authorities.

2- Your NTINET account entitles you to e-mail storage space of up to 2 megabytes. If additional storage space is required up to 10 megabytes (issued in 2 Meg blocks) NTINET will charge for additional disk usage according to then-current NTINET pricing.

Change of Terms, Condition and Services

1- NTINET reserves the right to alter the pricing, offerings, terms and conditions of service at any time. An electronic, online copy of this AUP can be found at the following Web address: <http://www.ntinet.com> You are charged with responsibility for checking this page for any updates, and your continued use of NTINET services constitutes your agreement to the modified terms.

2- NTINET does provide configuration assistance and limited free technical support for software it distributes to you in connection with your purchase of Internet services from NTINET.

3- NTINET does not provide technical support for software which it has not distributed to you in connection with your purchase of Internet services from NTINET, nor does NTINET make any warranties as to any software you may use in connection with your NTINET account; the respective author/copyright holder's warranties apply. Further, NTINET does not provide technical support for any hardware you use for your Internet connection, which you did not purchase from NTINET. NTINET's support guidelines are published on the Internet at the following Web address: www.ntinet.com.

4- NTINET's Internet services **IS NOT** a contract to maintain your personal computer

5- Of course, NTINET cannot guarantee overall Internet performance, nor the performance or availability of any server, service or site on the Internet at large which you may otherwise access through your NTINET account.

System Use Policies

1- There are a great many users sharing NTINET network facilities, and we are committed to providing good, consistent service to all subscribers. For this reason, we ask that you observe the following guidelines in the usage of your NTINET account listed below.

1- Multiple, simultaneous logins of the same account are prohibited.

2- Our unlimited account plans are not intended to serve as extended or full-time (24 x 7) connections to the Internet. If you find that you need a full-time (24 x 7) connection to the Internet, please contact us for information on our dedicated access services.

3- A NTINET Personal Page is just that--a *personal* page. Therefore, personal advertising or commercial materials promoting a business is prohibited on NTINET Personal Pages. No file backup will be provided for *personal* pages. The client is fully responsible for keeping a back-up copy of their web page.

4- Sexually explicit and patently offensive content; materials that otherwise violate federal, state or local law; and materials and content that threaten the security or utility of the NTINET network, are strictly forbidden in any NTINET Web service to which you subscribe--personal or commercial.

5- NTINET reserves the right to remove from public view any material or content brought to its attention, which violates this AUP.

6-The services you purchase from NTINET are not transferable. You may not resell or share your NTINET account services.

Information Policy

1- NTINET will not filter information that is received from the Internet. Certain Internet services may contain language, pictures or other content which some individuals may find offensive, inflammatory, or of adult nature. We do not endorse such materials and disclaim any and all liability for such content. As a NTINET client, you are solely responsible for monitoring usage of your NTINET Internet accounts, including use by your children.

User responsibility

1- NTINET considers the complaints and comments from other users on the NTINET system, as well as those of system administrators from other Network Service Providers. We will take immediate action against any NTINET subscriber who abuses any of our facilities or services. Some of the types of conduct, which is inappropriate on the Internet, and thus prohibited while using your NTINET account, are (a non- exhaustive list):

2-Posting, commercial, marketing, advertising, sales materials in non-commercial areas (for example, in a newsgroup dedicated to the discussion of the political significance of the two-party system of government, you should not post a message that you have a watch for sale. Sending unwanted/unsolicited commercial e-mail ("UCE") is prohibited. This activity is called, "**SPAMMING**". If you are caught **SPAMMING** you will be charged a rate of \$250 per hour for clean up with a minimum charge of one (1) hour.

3- Posting "chain letters"--these are "illegal" under federal and state law, and are inappropriate on paper and on the Internet;

4- e-mailing or posting (in newsgroups, IRC or otherwise) abusive, vulgar or threatening messages; and

5- Gaining unauthorized access to any network, either by use of an access account that is not yours, or by engaging in otherwise illegal methods.

6- In addition to this AUP, the provisions of all applicable laws apply to your use of NTINET facilities.

7- Users that access the Internet, through NTINET services must comply not only with NTINET's AUP as well as the AUPs of the Network Service Providers whose networks they access.

8- NTINET will review all complaints or instances of your inappropriate use brought to our attention and will decide what action to take, which action may be termination of your NTINET account.

9- If you have any complaints about another subscriber's use of NTINET facilities, or if you are subjected to any inappropriate use of NTINET facilities, please contact our office immediately. You may send email to admin@ntinet.com.

10- If you suspect or have proof of a hacking or break-in attempt on your machine you may call (803) 533-1660 and leave a message for the System Administrator or you may e-mail to admin@ntinet.com.

The Strictly Legal Stuff

1- All services provided to you by NTINET may only be used in accordance with an applicable laws, statues, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement, communication, alteration, publication or storage of any information, protected material or property, data or any other material in violation of any national law of any sovereign nation, any International law, the United States Annotated code, or of any state or local law, regulation or rule is strictly prohibited. This includes, but is not limited to, any material, data, matter, software/soft

code, intellectual property protected by copyright, trademark, privacy of property right, personal or property right, trade secret, or any other statute. Further, it is unlawful and a violation of this AUP to communicate, transmit, or promulgate in any manner, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort, or to otherwise use NTINET services for any illegal or unlawful purposes.

2- You will indemnify and hold harmless NTINET, its officers, Partners, shareholders, agents, employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of action attorney fees, litigation and court costs, resulting from the subscriber's use of NTINET services in any manner, whether directly or indirectly or by any act of omission or commission.

3- You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (1) to your use of any NTINET service, and (2) the communications means by which you connect your terminal, personal computers or other device to NTINET services or to any services provided by NTINET.

4- NTINET has the right to delete all email, data files, or other information that is stored in your account if your NTINET account is terminated, for any reason, by either you or NTINET.

5- NTINET shall have no liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge or damage or interference, deletion, defect, delay in operation or transmission, communication line failure. Theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortuous behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by you or on your behalf to NTINET for the current month.

6- No agent, employee, or representative of NTINET has any authority to bind NTINET to any affirmation, representation, or warranty concerning the services provided by NTINET.