

SDC Internet

TERMS OF SERVICE AND ACCEPTABLE USE POLICY

SDC Internet is referred to as **SDC** or the **PROVIDER**.

The person or entity who purchases service from SDC is referred to as the **USER** or the **CLIENT**.

The **CLIENT** will be responsible for the purchase and maintenance of their own dial-in line(s) or wireless access equipment to **PROVIDER**, their routing, connectivity and storage equipment at their site, and software used to provide individual services to end users.

PROVIDER will be responsible only for IP routing over its own system between **CLIENT** and **PROVIDER**'s upstream provision, and will be indemnified and held harmless by **CLIENT** for routing problems beyond **PROVIDER**'s system. **PROVIDER** will not be responsible for anomalies of the Internet upstream, does not warrant access to any given site on the Internet, and makes no representation nor warranty of the Internet or **CLIENT**'s service for any specific purpose.

The **PROVIDER** may cancel the account for cause upon written or electronic notice to **CLIENT**. Cause shall be defined as non-payment of fees, or any action which is deemed unacceptable to **PROVIDER** including immoral or illegal activity on the Internet.

The **CLIENT** is responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to (i) the subscriber's use of any Southwest Direct Connect services or systems, and (ii) the communications means by which the subscriber connects their terminal or computer to Southwest Direct Connect services.

Unauthorized access to this service or its servers is strictly prohibited. You agree that you will not engage in such activity or attempt to break into the service for the purpose of altering or manipulating the hardware and software comprising the service, or for any other unauthorized use of any kind ("hacking"). You agree that you will be responsible for and indemnify the **PROVIDER** for any liability of any kind arising from the use of your password for such purposes.

LIMITED WARRANTY: The **PROVIDER** warrants that, if the **CLIENT** is dissatisfied with the service, the **PROVIDER** will, upon written notification received from the **CLIENT** to the **PROVIDER**, refund the prepaid service fees for future months from the date of receipt of the written notice subject to the following conditions: the setup fee is not refundable, Monthly accounts will not be eligible for refund, Quarterly and Annual accounts will be refunded only whole unused months. Other than the foregoing, no warranty is made by the **PROVIDER** regarding any information, services or products provided through, in connection with, or located on the computer systems of Southwest Direct Connect, and the **PROVIDER** hereby expressly disclaims any and all warranties, including without limitation: (i) any warranties as to the availability, accuracy, or content of information, products, or services; and (ii) any warranties of merchantability or fitness for a particular purpose.

LIMITED LIABILITY: SDC assumes no liability for any damage to **CLIENTS** hardware or software that arises from the use of this service. Any liability of the **PROVIDER**, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the **CLIENT** to the **PROVIDER** for the current month.

Dialup Access Terms

Dialup access is provided on an "unlimited" basis. This means that while we will not charge a dial-up customer based on the number of hours of service they have used, we reserve the right to disconnect a user's session if we feel they are abusing the service to the detriment of other customers.

Dial-in and login sessions which are idle for 15 minutes will be disconnected without warning. The idle timeout may be adjusted at the discretion of SDC, either up or down depending on system usage or load.

The session time limit for shared use dial-in access accounts of all levels is 8 hours. Sessions connected for 8 hours will be disconnected without warning. The session time limit may be adjusted at the discretion of SDC, either up or down depending on system usage or load.

Wireless Access Terms

Wireless users are allowed a maximum number of Gigabytes transferred per month based on the account type. This allocation is cumulative over the month. Those users who exceed the transfer limitations for their account will be charged an additional data transfer fee of \$6 per Gigabyte of data transferred per month. Additionally, wireless users are allowed 20 hours per month of dialup access. Dialup usage in excess of 20 hours will be billed at \$0.25 per hour. If additional dialup access is required a dialup access account must be purchased in addition to the wireless access account.

Systems connected to SDC via wireless access accounts must configure their computers or routers to accept dynamic IP addressing via DHCP. External interfaces on client computers and/or routers must only be configured for TCP/IP and the IP address assigned by SDC. Systems which are configured for any other protocol and/or have any other non-SDC assigned addresses bound to their external interface, including but not limited to private IP addresses, will be disconnected from the network. Reconnection is dependent upon removing non TCP/IP protocol and/or non-SDC assigned IP address(es).

DSL Access Terms

DSL users are allowed a maximum number of Gigabytes transferred per month based on the account type. This allocation is cumulative over the month. Those users who exceed the transfer limitations for their account will be charged an additional data transfer fee of \$6 per Gigabyte of data transferred per month. Additionally, DSL users are allowed 20 hours per month of dialup access. Dialup usage in excess of 20 hours will be billed at \$0.25 per hour. If additional dialup access is required a dialup access account must be purchased in addition to the DSL access account.

Systems connected to SDC via DSL access accounts must configure their computers or routers to authenticate via PPPoA and accept dynamic IP addressing via dhcp. External interfaces on client computers and/or routers must only be configured for TCP/IP and the IP address assigned by SDC. Systems which are configured for any other protocol and/or have any other non-SDC assigned addresses bound to their external interface, including but not limited to private IP addresses, will be disconnected from the network. Reconnection is dependent upon removing non TCP/IP protocol and/or non-SDC assigned IP address(es).

Transfer Limitations on Broadband Service

To help curtail abuse of our service, SDC implements transfer limitations on its broadband customers. All transfer limits are "soft" limits; they do not prevent you from going over the transfer limit, but you will be charged per gigabyte you exceed the limit by.

Transfer limitations are also only imposed during what we term as peak-usage hours, or the hours from 8am to 10pm. Usage during off-peak hours is not charged for and does not count towards your monthly transfer limit.

SDC's transfer limits are designed so that the service is essentially unlimited for 99% of our broadband customers. We calculate this based on the past average usage of our customers. Currently, the usage limitations on basic wireless and DSL service is 10gb/month. The limitation for business wireless service is 15gb/month, and the limit for advanced business wireless is 20gb/month. The charge for exceeding the monthly soft-limit is \$6/gb over the limit.

If SDC changes the transfer limits, we will notify customers through email and our website.

Resale of services

The CLIENT rights herein granted cannot be transferred, shared, sold, or used by anyone other than the CLIENT. **Bandwidth and services purchased from SDC is NOT resalable. No more than one dial-up login session per account can be used at any time by the CLIENT.** If you dial-in a second time, one of the sessions will be terminated. Accounts which show activity in violation of this paragraph are subject to immediate suspension.

Access to SDC via telnet is always free (with the purchase of an access account of any level). Multiple simultaneous telnet logins to SDC are permitted, and are free of charge. Non-dial-in access to SDC is not counted towards your monthly limit.

UNSOLICITED MASS EMAIL ("SPAMMING") POLICY:

Users are prohibited from engaging in improper use or distribution of electronic mail ("e-mail"). Users are strictly prohibited from engaging in any of the following activities:

- Sending unsolicited mass or commercial e-mail ("spamming") for any purpose whatsoever.

- Having third parties send out commercial e-mail on any user's behalf. Using SDC facilities to receive replies from unsolicited e-mail (commonly referred to as "drop-box" accounts).
- Configuring any e-mail server in such a way that it will accept third party e-mail for forwarding (commonly known as an "open mail relay"). If a site has roaming users who wish to use a common mail server, the mail server must be configured to require some form of user identification and authorization.
- Mass or commercial e-mail may be sent only to recipients who have expressly requested receipt of such e-mails, by the sending of an e-mail request to the person performing the mass or commercial mailings. This exchanging of requests, acknowledgements, and final confirmations (commonly referred to as a "double opt-in" process) must be adhered to in their entirety for any mass or commercial e-mail to be considered "solicited" by SDC.
- Users that send mass or commercial e-mail are required to maintain complete and accurate records of all e-mail subscription requests, specifically including the e-mail and associated headers sent by every subscriber, and to immediately provide SDC with such records upon request of SDC. Subscriptions that do not have a specific recipient generated e-mail request associated with them are invalid, and are strictly prohibited.
- In the absence of positive, verifiable proof to the contrary, SDC considers complaints by recipients of e-mails to be de-facto proof that the recipient did not subscribe or otherwise request the e-mail(s) about which a complaint was generated.

Network Abuse

SDC reserves the right to terminate or suspend your account without notice for any activity deemed unreasonable by Management or System Administration staff. Such activity may include (but is not necessarily limited to):

- Viruses on your computer or network that attack other systems outside of your network or spread themselves via e-mail or other protocols.
- Security violation, defined as unauthorized access of this or any other system using your SDC account, whether proven or strongly suspected.
- Giving your password to someone else.
- Harassment of others in the Internet community by e-mail, newsgroups, IRC, or any other medium using your SDC account.
- "SPAMMING"
- IRC bots, floods, or DCC (sending-receiving of files over IRC) using any SDC server. Any user account found to be the cause of the "sdc.org" domain being banned from any IRC channel or host will be terminated.
- Use of unauthorized software from your SDC Shell account or web page. If you are unsure if it is allowed, ask. Use of any program designed to run as a server (does not require you to be logged in) is prohibited.
- Distribution or storage of illegal or pirated software with or from your SDC account.
- Non-payment of user fees, including declined credit cards or returned checks.

Payment terms:

Payment of the service fee for CLIENT selected period of service is due in advance of the first day of the selected service period. Payment for successive periods is due on the first day of the next period of service. **A reconnection fee equal to the account setup fee will be charged to restart service if payment for the next service period is not received by the due date.** Returned checks will be charged a fee of the maximum allowed by law.

Invoice for the service fees are sent via electronic mail to each CLIENT paying by check or cash. If the CLIENT requires a paper invoice special arrangements can be made by contacting the PROVIDER.

Users may cancel at any time. Refund of service fee will be mailed via postal mail and will be done with the following conditions: Monthly accounts will **not** be eligible for refund. Quarterly and Annual accounts will be refunded only whole unused months.

Violation of any user policy will be handled in the following manner:

First Violation of any policy:

- User will be warned via e-mail of violation, and required to cease such activity immediately.

Second Violation of any policy (not limited to a repeat of the first violation):

- User's account access will be suspended. It is the user's responsibility to contact SDC for remedy. User's account will be reactivated at the discretion of SDC Management or System Administration staff. User is still responsible for account fees while account is suspended, as account suspension is NOT equivalent to cancellation.

Third Violation of any policy (not limited to repeat of the first two violations):

- User's account will be terminated.

Exceptions to the above policy:

- 1) Violation of the "NO SPAMMING" rule will result in immediate account termination.
- 2) Non-payment of account fees by due date will result in immediate suspension of account. User may reactivate account within 10 business days by arranging payment. User is still responsible for fees while account is suspended, as suspension is NOT equivalent to account cancellation. Reactivation is subject to a reactivation fee equal to the account setup fee.

If an account is terminated or suspended, SDC, in its sole discretion, may refuse to accept all new e-mail sent to your terminated e-mail address.

Storage for Standard Access accounts is limited to 10 MB average per month, and includes your home directory, your anonymous FTP space, and your e-mail file, etc. Users may store data in their home directory only; use of other disk space is prohibited. Excess storage is charged at a rate of \$1 per MB per month average, but is not guaranteed. Hard disk usage above basic quota will be billed at the end of each calendar month. SDC reserves the right to put a 10 MB quota on users' accounts that persistently violate the limit. If you find that you consistently require more than 10 MB of storage, consider upgrading your account to an Extended Access Account, which includes 20 MB of storage, among other features.

Recovery of files from backup due to loss not caused by a SDC hardware or software failure is subject to a \$50/hour fee billed for the time required to restore the files.

SDC reserves the right to change the prices and terms and conditions of service at any time. Access policies are subject to change without notice, and take effect upon notice, published on-line or otherwise, by SDC. Use of SDC's services after such notice constitutes acceptance of any changes in price or modifications to these terms. Note that purchasing service in advance does NOT protect CLIENT against future price changes or changes to the terms of service, even if those changes occur prior to the end of the term of service.

By using this service I certify that, as the person responsible for this account, I am 18 years of age or older, and that I agree to the terms of this contract. I acknowledge that I am aware that areas accessible through this service may contain material unsuitable for minors (persons under 18 years of age). I agree to supervise usage of this service by minors who I permit to use this service.

Signature: _____

Date: _____

