

Acceptable Use Policy

This Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what SouthBay Network expects of them while using the service. All users of SouthBay Network's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of SouthBay Network Service constitutes acceptance and agreement to SouthBay Network's AUP as well as SouthBay Network's TOS (Terms of Service). SouthBay Network reserves the right to change or modify this AUP at any time effective upon the posting thereof on this website.

IMPORTANT NOTICE:

All Payments To SouthBay Network Are Non-Refundable.

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. SouthBay Network may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your SouthBay Network account or other actions as detailed in Section 3 **WITHOUT PRIOR NOTICE**.

This document is intended to provide a basic understand of SouthBay Network's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of SouthBay Network's AUP:

- Comply with existing laws
- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Encourage responsible use the the Internet and discourage activities which reduce the usability and value of Internet services
- Maintain our reputation as a responsible service provider
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

SouthBay Network intends to provide its customers access to everything the Internet has to offer. While the SouthBay Network is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the SouthBay Network and the Internet and cannot be permitted under the guise of free speech. The resources of the SouthBay Network and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization

and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your server or virtual site to publish material, which SouthBay Network determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a SouthBay Network account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at [abuse@SouthBay Network.net](mailto:abuse@SouthBayNetwork.net).

II. VIOLATIONS OF SouthBay Network ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

1. **Illegal Use:** SouthBay Network's services may not be used for illegal purposes, or in support of illegal activities. SouthBay Network reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
2. **Harm to Minors:** Use of the SouthBay Network service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. **Threats:** Use of the SouthBay Network service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
4. **Harassment:** Use of the SouthBay Network service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
5. **Fraudulent Activity:** Use of SouthBay Network service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
6. **Forgery or Impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
7. **Unsolicited Commercial E-mail / Unsolicited Bulk E-mail (SPAM):** Use of the SouthBay Network service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending SouthBay Network account.

IMPORTANT NOTICE: Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and **ALL** traces of the offending material immediately upon reconnection and agree to allow us access to the server to

confirm that all material has been **COMPLETELY** removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

8. **E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending SouthBay Network account.
9. **E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the SouthBay Network service is in violation of this AUP.
10. **Usenet SPAMing:** SouthBay Network has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
11. **Unauthorized Access:** Use of the SouthBay Network service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SouthBay Network's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending SouthBay Network account is subject to immediate termination.
12. **Copyright or Trademark Infringement:** Use of the SouthBay Network service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
13. **Collection of Personal Data:** Use of the SouthBay Network service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
14. **Network Disruptions and Unfriendly Activity:** Use of the SouthBay Network service for any activity which affects the ability of other people or systems to use SouthBay Network Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. SouthBay Network will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
15. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
16. **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
17. **Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are

prohibited. Such an offense will result in the immediate termination of the offending account.

18. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using SouthBay Network services could result in suspension service.
19. **Third Party Accountability:** SouthBay Network subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.
20. **Violation Of SouthBay Network Virtual Accounts:** It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

III. Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- Users who violate systems or network security may incur criminal or civil liability. SouthBay Network will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

IV. Network Performance

SouthBay Network accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of SouthBay Network systems or networks. SouthBay Network reserves the right to terminate or limit such activities.

V. REPORTING VIOLATIONS OF SouthBay Network's AUP

SouthBay Network requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@SouthBayNetwork.com

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

SouthBay Network may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Member's newsgroup posting privileges
- Suspend the Member's account
- Terminate the Member's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

VI. REVISIONS TO THIS ACCEPTABLE USE POLICY

SouthBay Network reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).