

TONCOM, INC. Acceptable Use Policy (AUP)

Introduction:

This sets forth Toncom, Inc. AUP to protect our ability to run a fast, high availability network and what will happen to clients who abuse or violate any of our standard policies.

Warranties/Disclaimers:

Client agrees to indemnify and hold Toncom, Inc. harmless (including reasonable attorney's fees and costs) from any claims, damages or losses, including without limitation, arising from Toncom's failure to provide service.

Security: Toncom, Inc. does not guarantee that any communication or use of Toncom, Inc. services is completely secure.

Personal Files: Toncom, Inc. is not responsible for backups of client's files, programs, data, and other information. Toncom, Inc. will delete client's remaining files or other data and other information after client is no longer a customer of Toncom, Inc..

Network Address Ownership: Any IP addresses assigned to Toncom, Inc. clients are considered loaned to Toncom, Inc. clients, and not given. They will revert back to Toncom, Inc., after the services cease.

Configuration: Toncom, Inc., or its authorized agents will perform basic initial installation of all hardware and software configurations for connectivity to the Internet. Any additional configurations, modifications etc. will be billed at the rates in effect at the time of additional work is performed.

Equipment: Toncom, Inc. or its authorized agents will perform initial hardware installation of the Loaned Equipment. Additional configurations will be billed at the rates in effect at the time of additional work is performed.

Compliance with All Laws: Toncom, Inc. customers understand and agree not to violate any laws while using the services of Toncom, Inc.. Toncom, Inc. customers agree to hold Toncom, Inc. harmless, including attorney's fees, from any claim, loss, or damages against Toncom, Inc..

Unacceptable Conduct: This is a partial list of the items that constitute unacceptable conduct: excessive posting or otherwise abusing USENET, sending unsolicited emails (spam), using Toncom, Inc. to do anything with spam, harassing other individuals, mail bombing, impersonating or falsifying any information, violating anyone's privacy, use of IRC bots, network-unfriendly activity or hacking that causes interference with normal network operations, attempts to gain unauthorized access to the Toncom, Inc. or other ISP Servers, participating in chain letters and any other attempt to use Toncom, Inc. as a staging ground to hurt others in any way. No Residential/SOHO client may host a business class web site from their systems. A business class web site includes, but not limited to, the selling of any item, service, or information related to items or services for sale. Toncom, Inc. has a Zero Tolerance for SPAM. Any customer conducting such activities will immediately have their service agreement terminated. Hacking - Any unauthorized attempts to gain access to anyone else's computers will immediately have their Toncom, Inc. service agreement terminated.

Right to Disconnect Accounts: Toncom, Inc. has the right to shut down connections that are not authorized by Toncom, Inc., violations of the AUP or when clients are in any way attempting to use a service not authorized or not paid for by the client.

Excess Utilization of System or Network Resources:
At its sole discretion, Toncom, Inc. may discontinue service for customers consistently exceeding normal transfer rates. It is the responsibility of each client not to over use this resource.

Compliance with Rules of Other Networks: Toncom, Inc. clients agree to not perform any act that causes other ISP's to advise Toncom, Inc. that the client has conducted unacceptable conduct towards a customer of the other ISP.

Monitoring and Privacy: Toncom, Inc. complies with all applicable laws, rules, and regulations pertaining to Monitoring and Privacy and expects all Toncom, Inc. clients to do the same.

Cooperation with Authorities: Toncom, Inc. is serious about getting the law involved for any illegal egress or transaction that Toncom, Inc. clients may attempt while using Toncom, Inc. services.

Right to Modify or Change Service: Toncom, Inc. may from time to time add to, delete from, modify, amend, update, or otherwise change this AUP and charges for services as Toncom, Inc. needs arise. Continued use of Toncom, Inc. services after any changes to the AUP or changes in Toncom, Inc. charges signifies that you agree with such changes or charges.

Personal Behavior: Threatening or abusive behavior will not be tolerated. This is not limited to but includes foul language, threats to our staff and excessive calling. Toncom, Inc. reserves the right to discontinue service to any account that at Toncom's sole determination considers abusive.
