

NUSHAGAK COOPERATIVE/NUSHTEL INTERNET
ACCEPTABLE USE POLICY

This Policy sets forth the principles that govern the use by customers of the systems, services and products provided by Nushagak Cooperative. The AUP has been created to promote the integrity, security, reliability and privacy of Nushagak Cooperative's systems and the Nushagak network. Please read prior to signing up for service.

a. Compliance with Law

Customers shall not post, transmit, re-transmit or store material on or through any of the Company's system services or products that: (i) is in violation of any local, state, federal or non-United States law or regulation; (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"); or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licenses for use by customer.

b. Prohibited Uses of Nushagak Cooperative's Systems, Services and Products

This identifies the actions that Nushagak Cooperative considers to be abusive, and thus, strictly prohibited. In addition to the other requirements of this AUP, Customers may only use Nushagak Cooperative's systems, services and products in a manner that, in Nushagak Cooperative's sole judgment, is consistent with the purposes of such systems, services and products. If a customer is unsure whether a contemplated use or action is permitted under the AUP, the customer should e-mail Nushagak Cooperative with a description of the proposed use for a determination whether the use is permissible under this AUP. The examples identified in the subsections below are non-exclusive and are provided, in part, for guidance purposes.

The following uses of Nushagak Cooperative's systems, services and products are expressly prohibited:

i. Prohibited Actions: General Conduct

Transmitting on or through any of Nushagak Cooperative's systems, services, or products any material that is, in Nushagak Cooperative's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful; or encourages conduct that may constitute a criminal offense, may give rise to civil liability, or otherwise may violate any local, state, national or international law.

A. Transmission, distribution, or storage of any information/data/material in violation of federal/state regulations or law, or by the common law.

B. Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.

C. Actions that restrict or inhibit any Person, whether a customer of Nushagak Cooperative or otherwise, in their use or enjoyment of any of Nushagak Cooperative's systems, services or products.

D. Resale of Nushagak Cooperative's services and products, without the prior written consent of Nushagak Cooperative.

E. Deceptive on-line marketing practices.

F. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).

ii. Prohibited Actions: System and Network Security

A. Attempting to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other Nushagak Cooperative networks (such as running a SATAN scan or similar tool).

B. Effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging onto a server or account that the customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host.

C. Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet.

D. Executing any form of network monitoring which will intercept data not intended for the Customer.

iii. Prohibited Actions: E-Mail

A. Harassment, whether through language, frequency, or size of messages, is prohibited.

B. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to

those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail.

C. Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings.

D. Malicious e-mail, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail).

E. Unauthorized use, or forging, of mail header information.

F. Using Nushagak Cooperative or a customer account to collect replies to messages sent from another provider.

G. Use of unsolicited e-mail, originating from the Nushagak Cooperative network, of other Internet Service Providers on behalf of, or to advertise any service hosted by or connected via the Nushagak Cooperative network.

H. Willful failure to secure open SMTP ports so as to prevent the unauthorized use of customer resources for the purposes of sending unsolicited e-mail by a third party.

iv. Prohibited Actions: Individual Accounts

A. Attempting to circumvent the idle daemon or time charges accounting, or attempts to run programs while not logged in by any method, are prohibited.

B. Consuming excessive resources, including CPU time, memory, disk space, session time, bandwidth, etc. The use of resource-intensive programs which negatively impact other system users or the performance of Nushagak Cooperative's network systems is prohibited, and Nushagak Cooperative network staff may take action to limit or terminate such programs.

C. Sharing of passwords or accounts with others.

c. Complaint and Enforcement

i. Complaint

Complaints regarding abusive conduct may be reported by FAX to (907) 842-2799, attention Network Administrator, or by mail to: Nushagak Cooperative, P.O. Box 350, Dillingham, AK 99576

Complaints will also be accepted via e-mail, to nushtel@nushtel.com, so long as a valid return address is included. Nushagak Cooperative must be able to independently verify each instance of abuse, and so each complaint must include the COMPLETE TEXT OF THE OBJECTIONABLE MESSAGE, INCLUDING ALL HEADERS. Please do NOT

send excerpted parts of a message. Sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and enables us to determine whether any part of the message has been forged. This information is vital to our investigation.

ii. Enforcement

The Company may, in its sole discretion, suspend or terminate a customer's service for violation of any portion of the AUP at any time and without warning. As a general matter, Nushagak Cooperative attempts to work with customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service.

d. Liability

In no event will Nushagak Cooperative be liable to any customer or third party for any direct, indirect, special or other consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if Nushagak Cooperative was advised of the possibility of such damages.

e. Miscellaneous

i. Modification of AUP Nushagak Cooperative retains the right to modify the AUP at any time and any such modification shall be automatically effective for all customers when adopted by Nushagak Cooperative.

ii. Applicability of AUP The actions listed herein are also not permitted from other Internet Service Providers. Deceptive marketing, as defined by the Federal Trade Commission Deception Policy Statement, is not permitted through the Nushagak Cooperative network. These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending FAX-like documents over the Internet).

iii. Nushagak Cooperative Is Not Responsible For Content

Nushagak Cooperative is not responsible for the content of any USENET posting.

iv. Removal of Materials

At its sole discretion, Nushagak Cooperative reserves the right to remove materials from its servers and to terminate Internet access to customers that have violated this AUP.