



## Acceptable Use Policy

This is Pioneer Connect's Acceptable Use Policy (AUP). Users of our products are referred to as customer, you or your. This AUP is part of each customer's contract with us, whether the contract is electronic or paper. By using our products, you agree to be bound by this AUP. Your end users and their customers are also bound by this AUP.

You expressly understand that the evolving nature of the Internet and online commerce makes it necessary for us to reserve the right to make changes to this AUP at any time and without notice. For this reason, as well, this AUP may not represent all possible ways in which you or an End User (as defined below) engage in unacceptable behavior. We reserve the right to determine, in our sole and exclusive judgment, what activities are unacceptable. The version of this AUP, available at [www.pioneer.net](http://www.pioneer.net), is the most recent version.

This AUP incorporates, either explicitly, or by reference, other policies from entities providing products through us to you. These policies must be "passed through" to you. These policies apply to you through this AUP. You are strongly encouraged to review these policies prior to agreeing to be bound by this AUP. We will provide you with information about these policies on request.

You violate this AUP when you, your affiliates, agents, and/or customers (End User(s)) engage in activities prohibited by it. It is your responsibility and contractual obligation to ensure that End Users comply with this AUP. We expect that you will cooperate with us in the enforcement and administration of this AUP. Your failure to do so is a violation of the Terms of Service (TOS).

The AUP contains two parts, which may, or may not, apply to customers and End Users:

1. All customers
2. Internet Access

### A. All customers

The following apply to all customers:

#### LAWFUL PURPOSE

Our products, and services provided by you using our products, may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, this AUP, or our TOS is prohibited. You may not use our products to directly facilitate the violation of any particular law or regulation.

We expect you to use good business judgment in your conduct. The following list is designed to help guide you in determining if Pioneer Connect is a suitable service provider for you. It is meant to provide you with examples of activities that may fall within this paragraph, and does not represent all unlawful uses of our products by you or End Users:

- instructing others in prohibited activities;
- forging, misrepresenting, omitting or deleting message headers, return mailing information, internet protocol addresses to conceal or misidentify the origin of a message;
- excessive cross posting or multiple posting of the same or similar messages to one or more news groups;
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- soliciting the performance of any illegal activity, even if the activity itself is not performed; and/or
- acting in any manner that might subject us to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

## **SPAM**

We have a zero-tolerance approach to SPAM. This zero-tolerance policy extends both to your using our products to disseminate SPAM, and the use of our products to send SPAM to our customers. It is important for you to know that Spamming, and allegations of Spamming, have wide reaching effects on our network, and our ability to do business. Consequently, you may not be provided with advance notice that we have received information alleging that you are engaged in Spamming activities, and your account is to be suspended.

Customers who violate this policy will have their accounts suspended. We consider SPAM to be the sending or receipt of 500 or more email messages at one time. However, we reserve the right to determine, in our sole and absolute discretion, what constitutes SPAM. We also prohibit you, or End Users, from relaying email. In addition, should your use of our products cause us to be "blacklisted," your account may be suspended.

We allow customers to engage in email marketing that complies with the "CAN-SPAM" act. Customers who plan to engage in email marketing are strongly encouraged to familiarize themselves with this act to avoid inadvertent allegations that they are engaged in Spamming. Please note, that we may suspend or terminate your account based on this Spam policy even if your activity is allowed under CAN-SPAM, if, in our sole and exclusive judgment, your activities compromise our overall business interests. For more information on the "CAN-SPAM ACT" visit <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>

You may not use our services or products to host a site that uses SPAM.

## **COPYRIGHT INFRINGEMENT**

We are registered with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (DMCA). If your site has been copied by our customer, or an End User, in a way that falls within the terms of the DMCA, you must provide us with proper notice of such an infringement. The DMCA contains very specific guidelines of what your notice must contain. These guidelines are

available here: [www.copyright.gov/title17/g2chap5.html#512](http://www.copyright.gov/title17/g2chap5.html#512). Accordingly, we are not required to respond to notices that do not fall within these provisions. In addition, we will actively refer complainants who use the DMCA for improper purposes to relevant law enforcement agencies.

Our designated agent for receipt of notices pursuant to the DMCA is:

James Rennard  
Copyright Agent  
Pioneer Connect  
PO Box 631  
Philomath, OR 97370  
Facsimile: 541-929-1221

## **VIOLATIONS OF RIGHTS, OTHER THAN COPYRIGHT**

When you place information on the Internet, or use it to transmit information, you have the same liability for intellectual property violations as other authors or creators of information. You and End Users may not engage in activity that infringes or misappropriates the intellectual property rights of others. This includes but is not limited to, copyrights, trademarks, service marks, trade secrets, software piracy and patents. You and End Users may not use our products to defame, harass, abuse or threaten third parties. Complaints about such activity by our customers or End Users may be directed to [abuse@pioneerconnect.net](mailto:abuse@pioneerconnect.net).

## **CHILD PORNOGRAPHY, CHILD EROTICA AND BESTIALITY**

We take a zero-tolerance approach to using our products to disseminate or display images classified under U.S. law as child pornography, child erotica and/or bestiality. We take an active role in cooperating with law enforcement in their efforts to prosecute violations of statutes restricting child pornography and bestiality. We also terminate the accounts of customers who are themselves, or whose End Users are, using our products to disseminate or display child pornography or erotica regardless of its literary merit.

We are required by law to report the use of our products to disseminate or display child pornography and bestiality. You or End Users will not be notified that we have reported the use of our products in this manner, nor that we may be cooperating with law enforcement. Further information about child pornography may be found at [www.ncmec.org](http://www.ncmec.org).

Complaints about activity in violation of this policy by customers or End Users may be directed to [abuse@pioneerconnect.net](mailto:abuse@pioneerconnect.net).

## **U.S. EXPORT LAWS**

Your, and an End User's, use of our products is governed by U.S. export control laws. These laws apply regardless of whether you, or an End User, actually reside in the United States. You may not use our products to engage in a violation of these laws. Violation of these laws may include selling products that may be legal to sell in the U.S., but illegal to export. You may not use our products to provide products to End Users with whom U.S. citizens may not do business. More information about U.S. export laws may be found at: <http://www.export.gov/exportcontrols.html>

## **PRIVACY**

Our privacy policy may be found on our website; [www.pioneer.net](http://www.pioneer.net). While we are concerned with the privacy of online communications, and websites, the Internet is no more secure than other means of communication. You, and End Users, should assume that all online communications are insecure. We are not responsible for the security of any information transmitted over our network.

Entities who provide products to us may have privacy policies that differ from ours. We will be happy to provide you with the names of those businesses who provide products through us to you, and links to their privacy policies, on your request.

## **IP ADDRESSES**

We administer the network on which our products are provided. You cannot use IP addresses which were not assigned to you by us. If it is determined that you are using IP addresses which were not officially assigned by us, you will be suspended from network access until such time as the IP address overlap can be corrected. We own the IP numbers and addresses that may be assigned to you by us. These addresses may not be assigned or transferred and are recycled by us on termination of your use of the products. We may, in our sole discretion, change these addresses.

## **SUSPENSION AND/OR TERMINATION OF PRODUCTS, AND CREDITS**

Your failure to abide by any of the items set out in this AUP is grounds for suspension or termination of the products provided by us. We may do the same should this AUP be violated by an End User. Any termination or suspension may be undertaken with, or without, notice to you or an End User.

We do not issue credits for outages incurred as a result of our decision to suspend or terminate service for a violation of this AUP. You agree to hold us harmless from any claims that a suspension or termination of products for this reason has damaged an End User.

## **MONITORING PRODUCTS, COOPERATION WITH LAW ENFORCEMENT AND LEGAL DOCUMENTS**

You are solely responsible for ensuring that materials disseminated or posted using our products comply with this AUP and relevant laws. We do not review, edit, censor, or take responsibility for any information customers or End Users may create. Because of this, we cannot accept any responsibility from customers, End Users, or third parties, resulting from inaccurate, unsuitable, offensive, or illegal content or transactions.

We take no responsibility for customer or End User content or activities. We may, at our sole discretion, take any action we deem necessary to ensure that customers or End Users comply with this AUP and the law. We may disclose information, including information that you or End Users may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. We assume no obligation to inform you or an End User that information has been so provided, and in some cases may be prohibited by law from giving such notice. We may also disclose such information when it is necessary for us to protect our business, or others, from harm.

On occasion, we may have a need to communicate with you by email about issues related to billing, service changes, additions and modifications to the network. It is your responsibility to provide a working, monitored, email address to us.

It is your responsibility to contact us with any changes to your account or contact information. We have no responsibility for communications that are misdirected as a result of your failure to provide us with updated contact information.

## **SECURITY**

The Internet is no more or less secure than any other method of communication. You are solely responsible for ensuring that your data is secure, that confidential information remains confidential, and that you do not expose your business to risks you are not prepared to assume. We reserve the right to take immediate action to suspend or terminate your account if, in our sole and exclusive discretion, you or an End User is engaging in activities that jeopardize our security, the security of other customers, or of the Internet in general. You may not be provided with advance notice that we are taking such action.

We make tools available to you that are designed to make your use of the Internet more secure. These tools are provided on an AS-IS basis and are used at your own risk. You are encouraged to evaluate other methods of making your Internet transactions more secure.

## **B. Internet Access**

Internet Access is provided on a single user basis, unless you contract with us separately. You may not resell Internet connection products you purchase from us. Nor may you make such an Internet connection available to the general public. We provide specific terms and conditions for entities who are interested in developing a public or private Internet connection whether such a connection is fixed line or wireless. If you have not entered into such an agreement with us, you are prohibited from using an Internet connection to do so.