



**Acceptable Use Policy**  
**Terms and Conditions of**  
**Brazoria I-Net Internet Access Agreement**

## INTRODUCTION

This document provides a general understanding of Brazoria I-Net's ("Brazoria I-Net") Acceptable Use Policy ("the AUP") of the Brazoria I-Net Internet access service (the "Service"). It is designed to help protect our Service, our customers, and the Internet community from irresponsible or illegal activities. We hope and expect that common sense and good judgment will guide all of our subscribers' Internet activities. These guidelines point out generally accepted practices on a range of topics and the general Brazoria I-Net Service approach to these areas.

The key contributing factors to decisions and actions taken on Acceptable Use Policy violations include but are not limited to, protection of our customers and our resources; provision of quality service to our customers; compliance with applicable law, and the protection of our reputation as a service provider.

If an Brazoria I-Net account is involved in a violation of any of these policies, we reserve the right to suspend or terminate Service without notice. Our preferred course of action would be to advise the account owner of the inappropriate behavior and any corrective action that may be necessary. However, repeated or flagrant violations of these policies may result in immediate termination of Service.

The Brazoria I-Net Acceptable Use Policy has been formulated with the following goals in mind:

- Ensure security, reliability and privacy of Brazoria I-Net's systems and network, and the networks and systems of others
- Preserve the privacy and security of individual users
- Preserve the value of Internet resources as a conduit for free expression
- Encourage the responsible use of net resources, discouraging practices which degrade the usability of network resources and thus the value of Internet services
- Maintain the image and reputation of Brazoria I-Net as a responsible provider
- Avoid situations that may cause Brazoria I-Net to incur civil liability

In the event that an account is de-activated or canceled as a result of any activities proscribed by these policies, the account may be subject to set-up fees, reactivation charges and/or deposit requirements to be determined by Brazoria I-Net if such account is permitted to be re-activated or re-established. Any further registrations for the Service by or for the user whose account has been terminated for such activities may be rejected or the new account(s) may be terminated upon discovery, and such further registration or use may subject the user to additional account set-up, analysis, monthly usage and/or termination charges for each such registration in amounts to be determined by Brazoria I-Net.

**Should termination of service result from a breach of the Acceptable Usage Policy, all monies paid to Brazoria I-Net will become forfeit. This will not be construed as nullification of balances currently outstanding on Brazoria I-Net accounts nor will it relieve the customer of any contractual obligations currently in force.**

Brazoria I-Net may take such action(s) as it deems appropriate against any subscriber or account user for violations of these policies. However, there is no promise or obligation on our part to monitor or police any such activity and Brazoria I-Net will have no liability to any party for any other party's violation of these policies.

Each Brazoria I-Net customer is responsible for the activities of its customer base or end-users that use Brazoria I-Net services, and by accepting service from Brazoria I-Net, is agreeing to ensure that its customers abide by this Policy. Complaints about Brazoria I-Net customers or end-users of an Brazoria I-Net customer will be forwarded to the Brazoria I-Net customer administrator for action. If irresponsible or illegal activity continues, then the Brazoria I-Net customer's Products and Services may be subject to termination and/or other action(s) as Brazoria I-Net deems appropriate without prior notice.

By using Brazoria I-Net's system, network, and other resources you indicate acceptance of Brazoria I-Net's Terms and Conditions and this Acceptable Use Policy (AUP), and agree to pay Brazoria I-Net the fees associated with the service used. Violation of any section of this Policy may result in the suspension or cancellation of your Brazoria I-Net services without notice. **Brazoria I-Net reserves the right to suspend or terminate a customer's service for violation of this AUP at any time.**

The examples named in this document are non-exclusive, and are provided solely for guidance to Brazoria I-Net customers.

## **SERVICE USAGE**

Dialup Accounts are priced with a flat rate for "Unlimited Access". Unlimited Access is not the same as Unlimited Connection (Dedicated Access). Unlimited Access provides the Customer the ability to access the network as many times as desired, and **actively** use the services provided without hourly limit each day or additional charges. A dialup username may not login for additional concurrent connection sessions.

### **Unlimited Connection**

An unlimited connection (dedicated connection) to the Brazoria I-Net network is not the same as unlimited use. A dedicated connection costs more than a dialup connection and allows the subscriber to stay connected to the network for any length of time as well as the ability to have static IP addresses for their network.

Unlimited Access connections may be disconnected after a significant period of inactivity or after sessions of excessive length. Subscribers should keep the connection open only when actively using it in order to allow other customers the ability to access the shared network resources. All dialup accounts may be monitored with an inactivity timer ("idle time"). In the event that your connection continues for this time with no activity, our systems may automatically drop the link and you will need to re-dial for service. An account session may be determined to be idle if there appears to be no interactive human generated data received from the remote user's computer system within the allotted idle time.

### **Automated Data**

Data that is generated on a user's computer system automatically, either by an automated program, script, automatic re-dialers or any other software device, is considered automated data. Automated data of any kind is not considered interactive use of the Brazoria I-Net Service, and as such, may be disregarded in determining idle timeouts. This includes the use of automatic redialers to reinstate an idle connection. Intentional use of automated data methods to avoid idle timeouts on dial-up accounts is prohibited and grounds for account termination at Brazoria I-Net's sole discretion.

### **EXCESSIVE USAGE OF BANDWIDTH OR DISK SPACE**

Where Brazoria I-Net account, service, or feature descriptions specify limits on bandwidth and/or disk utilization, use in excess of those limits is not permitted without an appropriate change in account type or status and will incur additional charges for such usage. Bandwidth and disk utilization will be computed or determined by Brazoria I-Net from time to time in developing its product and service offerings. Under normal circumstances, customers will be charged for bandwidth usage or disk storage space usage in excess of product descriptions. These prices may be obtained by calling our sales office or enquiring on-line.

If excessive bandwidth, disk space utilization or dial-up session length is determined to adversely affect Brazoria I-Net's ability to provide service, immediate action may be taken. The account owner may be notified by e-mail as soon as practicable thereafter.

It is not permissible to use any account for high volume or commercial use above or beyond the base level of services included in that account. If you would like to receive high-volume or commercial services, please contact Brazoria I-Net's Sales Department for information.

### **SYSTEM AND NETWORK SECURITY**

Subscribers may only use those Brazoria I-Net Service online and computing facilities and Service areas that have been authorized for subscriber use. If access is protected by a password, subscribers are not to make this password available to others or use the password(s) of others to gain access to such areas. Neither may subscribers attempt to discover the password of another user, nor may they aid such an attempt by any other person(s).

1. Subscribers may use Brazoria I-Net Service online and computing facilities and Service areas only for authorized purposes.
2. Subscribers may not attempt to interfere with the proper or intended operation of any computing facility.
3. Subscribers may not attempt to subvert -- or aid others to subvert -- the security of any computing facility.
4. Subscribers may not interfere with use by any other authorized user, nor compromise the confidentiality of Brazoria I-Net's or any other party's internal business practices or records.
5. Any attempts, whether successful or not, to gain access to any computer system or customer's data without consent is prohibited.
6. Subscribers may not use Brazoria I-Net's systems in a manner that adversely affects the availability of its resources to other Brazoria I-Net customers.
7. Subscribers may not attempt to interfere with or compromise the operation of the Brazoria I-Net network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system.
8. Subscribers may not distribute viruses to or from Brazoria I-Net systems.

## **NETWORK UNFRIENDLY ACTIVITY**

Activities which adversely affect the ability of other people or systems to use Brazoria I-Net Services or the Internet are prohibited.

1. Engaging in activities that disrupt the network of either Brazoria I-Net or our customers by using excessive bandwidth, disk space or CPU cycles.
2. Compiling and/or storing intrusion programs, network/packet sniffers and password crackers.
3. Storing and/or distributing any copyrighted or trademarked software without the author's or company's written consent.
4. Customers may not attempt 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 scanning the Brazoria I-Net or an attached network in an effort to determine possible vulnerabilities of the target system (port scanning).
5. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
6. Customers 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. Brazoria I-Net 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.

## **E-MAIL**

### **Email Filtering**

Brazoria I-Net provides Customer access to the Postini email filtering service to allow individual discretion regarding the nature and source of incoming email messages. This service gives the customer the ability to reject common categories of undesired email, or all mail from specific mailers. It also provides a front-line defense against malicious programs distributed in email with the automatic virus scanning function. The Postini service is one of the most highly rated services of its type in the industry. However, it is possible that some unsolicited mail or virus-tainted message may be delivered as those firms or individuals sending these items are constantly working on new ways around detection. Brazoria I-Net strongly recommends that Customers install and regularly update virus filtering software. Most industry standard email software provides the capability for message filtering based on user-defined rules, and is recommended for each Customer computer connected to the Internet.

### **Notices from Brazoria I-Net**

Users may receive announcements from time to time from the Brazoria I-Net Service via e-mail regarding various aspects of the Service, including but not limited to notices of feature upgrades or changes, Service affecting issues or events, special offers for Service users from Brazoria I-Net distribution partners or other parties, etc.

### **Commercial E-mail**

Sending unsolicited commercial e-mail by Service users is specifically prohibited. Using an Brazoria I-Net e-mail address to collect responses from unsolicited commercial e-mail is prohibited.

## **Spamming**

Spamming is the sending of **unsolicited** email to others without their prior knowledge or consent. Sending a message, especially an advertisement, to multiple recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This activity will not be tolerated and will result in cancellation of your account. Email is a person-to-person medium, not a broadcast medium.

Customer acknowledges that he/she is expressly prohibited from utilizing Brazoria I-Net's Service, Brazoria I-Net's equipment or any of Brazoria I-Net's electronic mail addresses, including electronic mail addresses from domains served by Brazoria I-Net, in connection with the sending of the same or substantially similar **unsolicited** electronic mail message, whether commercial or not, to any number of recipients. This prohibition extends to the sending of **unsolicited** mass mailings from another service which in any way implicates the use of Brazoria I-Net's service, Brazoria I-Net's equipment or any of Brazoria I-Net's electronic mail addresses. Customers are explicitly prohibited from sending **unsolicited** bulk mail messages ("junk mail"). This includes, but is not limited to, bulk-mailing of commercial advertising, product offers or informational announcements of any type. Such material may only be sent to those who have explicitly requested it.

Customer specifically agrees that he/she will not utilize Brazoria I-Net's Service, Brazoria I-Net's equipment or any Brazoria I-Net electronic mail addresses in connection with the transmission of the same or substantially similar **unsolicited** message to any number of recipients. For each message which violates this provision, Customer agrees to pay Brazoria I-Net \$10.00 per message upon receiving a bill for same. Where warranted at the sole discretion of Brazoria I-Net, such as in the case of an accidental transmission, Brazoria I-Net may waive all or part of the applicable charge. In cases of repeated willful violations of this provision, Customer agrees to pay Brazoria I-Net \$500.00 per message. Brazoria I-Net at its sole discretion shall determine whether such a violation was unintentional or willful. Payment by Customer under this provision shall not prevent Brazoria I-Net from seeking to obtain other legal remedies against Customer, including other damages or an injunction.

## **Mail bombing**

Malicious email, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.

## **Harassment**

Sending threatening or harassing e-mail (for example, making terrorist threats, or threatening physical injury or damage to persons or property), especially after being requested to cease and desist, is prohibited. Harassment, whether through language, frequency, or size of messages, is prohibited.

Brazoria I-Net is not responsible for the content or tone of any e-mail or other transmission(s) of the subscribers to its Service or other parties using the Internet, and subscribers or others should not expect that Brazoria I-Net will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. However, Brazoria I-Net will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by subscribers or other users who believe they are being subjected to potentially unlawful harassment.

## **Other E-mail related issues**

The sending of email to a list of addresses which results in more than 10 messages being returned as undeliverable is prohibited. It is the Customer's responsibility to verify the validity of email addresses prior to sending to a list.

Subscribers also may not engage in the following activities while using the Brazoria I-Net Service:

1. Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties;
2. Mailing or sending files that contain copyrighted, commercial software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents;
3. Knowingly or maliciously transmitting files that contain a virus or corrupted data;
4. Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
5. Publishing, posting, distributing or disseminating defamatory, infringing, obscene or other unlawful material or information;
6. Using the Brazoria I-Net Service or systems to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;
7. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
8. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
9. You may not attempt to send Electronic Mail or USENET News articles using a name and address of someone other than yourself. Attempting to impersonate any person, using forged headers or other identifying information, is prohibited. Attempts to do so that are discovered by Brazoria I-Net or reported by other parties may be reported to the proper authority immediately, **and will result in the offending account being terminated immediately**. The use of anonymous re-mailers and nicknames, by themselves, does not necessarily constitute impersonation if it done without the intention of misleading the recipient or another party into believing that you are some other specifically identifiable user or person other than yourself.
10. Brazoria I-Net accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.

These rules apply to other types of Internet-based distribution mediums as well (such as newsgroup postings which have further regulations as well; see below).

## **NEWSGROUPS**

Commercial advertisements are unwelcome in most newsgroup discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and /or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages.

Excessive cross-posting, or posting the same article to several newsgroups, is prohibited. Generally accepted standards allow no more than 5 newsgroups, or cross-postings, for a single article or substantially similar articles. Articles posted in violation of these policies may be canceled.

## **Off-topic or inappropriate newsgroup postings**

Generally, there is no restriction on content or postings, except as defined by each newsgroup. However, continued posting of off-topic articles is prohibited. Please note that commercial advertisements are off-topic in the vast majority of newsgroups.

## **ILLEGAL ACTIVITY**

Internet access and all other Services provided to Brazoria I-Net subscribers may be used for lawful purposes only, and use by a subscriber of the Brazoria I-Net Service for the transmission or storage of any information, data, or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright, trade secrets, and information that is confidential as a matter of law) is strictly prohibited. The subscriber may not use the Brazoria I-Net Service to transmit or store any information, data, or material that is threatening, libelous, or obscene.

Customers are prohibited from transmitting on or through any of Brazoria I-Net's services, any material that is, at Brazoria I-Net's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

Brazoria I-Net reserves the right to remove any materials Brazoria I-Net does become aware of that are, at Brazoria I-Net's sole discretion, potentially illegal, could subject Brazoria I-Net to liability, could disrupt the reasonable operations of Brazoria I-Net's network and systems, or violate this Acceptable Use Policy ("AUP").

Activities which are prohibited as potentially illegal include, but are not limited to:

1. Any data storage, transmission or activity related to promotion or distribution of child pornography.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, web sites or other copyrighted sources, and copyrighted software.
3. Exporting software or technical information in violation of U.S. export control laws.
4. Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
5. Threatening bodily harm or property damage to individuals or groups.
6. Making fraudulent offers of products, items, or services originating from your account.
7. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user, or, attempting to penetrate security measures of Brazoria I-Net's or other entities' systems ("cracking"), whether or not the intrusion results in corruption or loss of data.
8. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
9. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Brazoria I-Net customers or end-users by any means or device.
10. Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence "SYN" attacks) to any Brazoria I-Net customers or end-users, including mailbombing (see definition below).
11. Using Brazoria I-Net's Products and Services to interfere with the use of the Brazoria I-Net network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.

Brazoria I-Net reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Brazoria I-Net will cooperate with the appropriate legal authorities or other parties in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence, or other illegal activity.

## **UNAUTHORIZED USE**

### **Unauthorized Use Of Other People's Accounts Or Computers**

Brazoria I-Net will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering", password cracking, network scanning etc.

Any unauthorized use of accounts or computers by an Brazoria I-Net customer, whether or not the attacked account or computer belongs to Brazoria I-Net, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, according to the seriousness of the attack.

### **Misuse of Subscriber Account**

Sharing dial-up accounts on unlimited usage plans with anyone other than immediate family members, or re-selling Service without express written consent from Brazoria I-Net, or offering any public information service using such accounts is prohibited. Subscribers may not provide public or commercial information over such dial connections. Brazoria I-Net does offer dedicated connection services for such purposes.

Internet access accounts cannot be transferred or used by anyone other than the subscriber and members of the subscriber's immediate family. Accounts which have been transferred to other parties, or which show other activity in violation of this condition, may be terminated without notice.

Any access to other networks through Brazoria I-Net must comply with the rules appropriate for that network.

Multiple logins or connections from an individual account are not allowed.

Revealing your account password to others or allowing use of your account by others (other than authorized users in your business or household) is not permitted.

Any attempt to access or modify unauthorized computer system information, or to interfere with normal system operations, whether on the equipment of Brazoria I-Net or any computer system or network that is accessed via the Interact Access service, will result in the immediate suspension of services. Unauthorized activities include, but are not limited to:

- using unauthorized passwords
- accessing information which does not have public access permission
- accessing any computer system for which Customer has no authorization

## **BILLING AND NON PAYMENT**

The customer is responsible for keeping his billing data with BRAZORIA I-NET up-to-date and accurate. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

Untimely payment of any and all amounts due may result in account cancellation.

### **Abandoned Accounts**

Accounts that are more than 3 months (90 days) past due in payment are considered abandoned and will be removed from the Brazoria I-Net system(s). The data removed from the abandoned accounts is not saved and cannot be restored.

## **BRAZORIA I-NET ASSUMES NO LIABILITY**

Brazoria I-Net assumes no responsibility for any loss or damage to equipment or loss of data from service interruption, from any cause whatsoever.

THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, ORAL OR WRITTEN, IN FACT, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS HEREIN EXPRESSLY STATED. IN NO EVENT SHALL BRAZORIA I-NET COMMUNICATIONS, OR ITS AGENTS OR CONTRACTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANY ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTION, OR THE USE OF ANY ITEM OF EQUIPMENT OR SERVICE PROVIDED FOR IN THIS CONTRACT.

Brazoria I-Net Communications exercises no control and assumes no liability whatsoever over the content accuracy or quality of information accessed through connection to the network or Internet.

Brazoria I-Net has no practical ability to restrict all conduct, communications or content which might violate this Policy prior to its transmission on Brazoria I-Net's systems, nor can Brazoria I-Net ensure prompt removal of any such communications or content after transmission or posting. Accordingly, Brazoria I-Net does not assume liability to subscribers or others for any failure or inability to enforce the terms of this Policy.

### **Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Brazoria I-Net harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Brazoria I-Net, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Brazoria I-Net against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Brazoria I-Net's server(s); (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) intellectual property rights and (4) any defective products sold to or by Customer through connection to Brazoria I-Net's server(s).

### **Disclaimer**

Brazoria I-Net will not be responsible for any damages your business may suffer. Brazoria I-Net makes no warranties of any kind, expressed or implied for services we provide. Brazoria I-Net disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Brazoria I-Net and its employees. Brazoria I-Net reserves the right to revise its policies at any time.

Brazoria I-Net makes no guarantee and assumes no liability for the security of any data on any server including those designated as "secure servers."

No computer system can be completely protected or should be considered 100% safe from intrusion. Email and other data transmissions over the Internet may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, such information is only as secure as the encryption method used.

## **OTHER INFORMATION**

### **Privacy**

Brazoria I-Net will not release or sell any listing of subscribers for any mass marketing purpose, and will be held confidential to all outside sources except for requests from law enforcement officials after due legal process.

Brazoria I-Net does not generally monitor the activity of accounts except to measure system utilization and accumulate billing records. However, in our efforts to protect the integrity of our Service and fulfill any responsibility we may have as good citizens within the Internet community, if we become aware of inappropriate use of the Brazoria I-Net Service we may respond accordingly.

It may be necessary for Brazoria I-Net employees or representatives to examine system operational and accounting logs and other records to resolve Service-related problems. Brazoria I-Net reserves the right to access an account's mailbox or other features to resolve problems or mail system errors.

### **Censorship**

Brazoria I-Net does not intend to censor the content of any newsgroups or other communications passing through its systems. We believe such choices should generally be left to the individual subscriber. Brazoria I-Net will, however, attempt to assist subscribers who continually receive e-mail they deem to be objectionable and/or which is unsolicited, and who notify Brazoria I-Net of the problem. Upon discovery or complaint Brazoria I-Net reserves the right to block unsolicited email message delivery from outside mass mailers that impact service quality, data storage, or network bandwidth, and terminate local accounts that engage in such activities.

Software tools are available to screen a subscriber account's access to newsgroups and Web sites that might be considered offensive. It is the subscriber's responsibility to make use of such tools if desired.

Newsgroup postings and other e-mail messages sent via Brazoria I-Net and the Internet are communications between the senders and the consenting receivers thereof, and Brazoria I-Net has neither the authority nor the responsibility to regulate their content. The views and comments expressed by Brazoria I-Net subscribers or other senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by Brazoria I-Net.

### **Copyright Infringement**

It is assumed that, unless otherwise specified by the sender, all data distributed on the Internet by the sender is intended to remain the intellectual property of the sender or the party who furnished such data to the sender, and each subscriber transmitting any such data (or making it available for download or other transmissions) is assumed to warrant that he or she has full ownership rights or appropriate licenses to the reports, documents, photographs, graphic images, audio files, video files and other data placed on the subscriber's personal web pages or otherwise transmitted. Brazoria I-Net subscribers are solely responsible for any actions which may be necessary to protect ownership rights in such data. Subscribers acknowledge that Brazoria I-Net has no control over the individuals using the Internet and that Brazoria I-Net expressly does not warrant that any individuals might not make copies of or otherwise infringe upon the subscriber's information as distributed on the Internet.

Subscribers should be aware of the law of copyright as it affects computer software and other information or materials available or accessible on the Internet. A formal copyright notice need not be in evidence for legal copyright protection to be in force.

As a general rule, the subscriber is the copyright owner of any file which that subscriber creates solely for his or her own exclusive use. Any other file is copyright either by its creator, by commercial vendors, or by

other individual users, and it is generally illegal for the subscriber to reproduce such file in any part or in any form, except by permission of the copyright owner or under an appropriate statutory exception.

Ownership of any software developed or modified by Brazoria I-Net and all graphics, text or other information or content materials supplied or furnished by Brazoria I-Net as part of the Brazoria I-Net Service or for incorporation into a subscriber's personal Web page in connection with the Service shall remain with Brazoria I-Net (or the party which supplied such materials to Brazoria I-Net).

Removing or falsifying the source or origin of software or other material contained in a file that a subscriber has uploaded is prohibited.

Knowingly receiving or downloading a file that cannot be legally distributed is prohibited, even though a file may have been mailed or posted notwithstanding such illegality.

**REVISIONS TO THIS POLICY**

In all instances, any activity that violates local, State or Federal statutes will be considered cause for immediate termination of the offending account without warning. Abuse not specifically enumerated above in this policy may be acted upon by Brazoria I-Net at our discretion. Use of the Brazoria I-Net networks constitutes understanding of and agreement to this policy.

Brazoria I-Net reserves the right to modify this Policy at any time without prior notice. Notice of modifications to this Policy may be given to subscribers by posting such changes to the Brazoria I-Net web site (<http://www.industryinet.com>), by electronic mail, or by conventional mail.

A subscriber's use of the Service after such posting or other notice shall constitute acceptance of such policies by the subscriber.

Subscriber Signature

Date

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