

Acceptable Use Policy

This Acceptable Use Policy (the “AUP”) applies to Internet Services (the “Service”) provided by United Communications and its affiliates (“United”). By your use of the Service, you agree to be bound by the terms of this Acceptable Use Policy. If you do not agree to be bound by this policy, you may not access or use the Service. The AUP is designed to help protect the Service, customers, and Internet community from irresponsible or illegal activities and enhance the overall user experience. United reserves the sole and unconditional right to refuse, suspend or terminate Service to anyone who violates the AUP as determined by United, in its sole discretion.

All service providers manage their networks. Many of them use the same or similar tools that United does. If the company didn’t manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this AUP, United can deliver the best internet experience to all of its customers.

Customer agrees not to use the Services in a manner prohibited such as transmissions of any material including, but not limited to any copyrighted material, material protected by trade secret or material or messages that are unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or violate the rules herein.

Illegal and Prohibited Use

You agree not to:

1. Invade another person’s privacy, stalk, harass, or otherwise violate the rights of other persons.
2. Undertake or accomplish any unlawful purpose. This includes, but is not limited to posting, storing, transmitting or disseminating information, data or material which is obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation.
3. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful.
4. Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Internet Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
5. Transmit unsolicited bulk or commercial messages commonly known as “spam”.
6. Falsify, alter, or remove message headers.
7. Falsify references to United Communications or its network, by name or other identifier, in messages.
8. Impersonate any person or entity, engage in sender address falsification. Forge anyone else’s address.
9. Copy or fake any digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”).

Technical Restrictions and Network Security

You agree not to:

1. Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the 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 hosts, networks, or accounts without express permission to do so.
2. Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as a password guessing programs, decoders, password gathers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited.
3. Alter, modify or tamper with United's equipment or Service or permit any other person to do the same who is not authorized by United.
4. Post or transmit any information or software which contains a worm, virus, or other harmful feature, or generates levels of traffic sufficient to impede other's ability to use, send or retrieve information.
5. Disrupt performance of the Internet Service or cause performance degradation.
6. Resell the Internet Service.
7. Interfere with computer networking to any user, host or network, including, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.
8. Use continued and sustained excessive bandwidth in connection with your use of the service, as determined in United's sole discretion. United may seek clarification of your activity patterns, disconnect your sessions during periods of such violations, require you to upgrade to a higher tier of service, or terminate or suspend your service.

User Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Internet Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the customer equipment and any other premises equipment that connects to the Service from un-authorized use and external threats such as viruses, spam, bot nets, and other methods of intrusion. You agree not to allow others to use the Service including, but not limited to, sharing your account user name and password or broadband access via a wireless router or other networking device. You may at your own risk permit other members of your household to access the Service within your household only. You as the account holder shall ensure that other such users are aware of and comply with this AUP and the terms of service.

United Rights

United reserves the right to refuse to transmit or post, and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be harmful to United's network or customers using the Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither United nor any of its affiliates, suppliers or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, United and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP and applicable law.

Email

United reserves the right, at its sole discretion, to limit file size of individual email mailboxes and to limit the maximum transfer limit of any one message. United reserves the right to reject or filter email based on source address and content (including, but not limited to, virus filtering and blocking open relay mail services). Deleted email in violation of this AUP will not be restored or saved and United will not make a back-up of user's email. Any necessary back-up of user email is the sole responsibility of the user. United reserves the right to suspend or delay delivery of email to users utilizing the United email services and/or virtual domain email if the volume of email being directed, stored or delivered on the user's behalf is deemed excessive. United is not responsible for any deleted, forwarded or misdirected email.

1. You may not use United's hosted email addresses for the purpose of sending unsolicited mail. United has a zero tolerance policy for SPAM. Any user found to be distributing or engaged in the mass distribution of unsolicited email without the consent of the receiver may have their Service terminated. United reserves the right to limit the number of emails sent by individual users during any given time period in an effort to control SPAM.
2. Unauthorized use, or forging, of mail header information ("spoofing") is prohibited.
3. Fraudulent activity is prohibited

Dial-up Internet

For Dial-up services, you agree not to use the Service for extended periods of time or to login to an account more than one time simultaneously. You agree not to use the Service in a standby or inactive mode or use programs intended to keep you online while your computer is unattended. United reserves the right to terminate the Service at any time if it determines you are using the Service for extended connections and multiple logins.

Violation of this Acceptable Use Policy

United reserves the right to immediately suspend or terminate your Service account and terminate the General Terms and Conditions Agreement if you violate the terms of this AUP or the General Terms and Conditions Agreement.

United does not routinely monitor the activity of individual Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. In the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Internet Service. United and its suppliers reserve the right at any time

to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this AUP; and/or protect the network, the Service and United users.

You agree to indemnify, defend and “hold harmless” United and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the General Terms and Conditions Agreement.

To report any violations, attempted violations, or complaints email us at abuse@united.net

Copyright and Digital Millennium Copyright Act Requirements

United is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Internet Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is United’s policy in accordance with DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who United, in its sole discretion, believes is infringing these rights. United may notify you of a suspected violation or terminate the Service at any time with or without notice to you. These actions are in addition to and not instead of any other remedies that we may have against you under the law.

Other

United reserves the right to make changes to the AUP at any time without notice. Changes to the AUP are considered effective immediately and it is the user’s responsibility to stay current. Changes to the AUP are available on United’s web page.