

Acceptable Use Policy

Back 40 wireless provides internet access to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, Back 40 wireless has developed the following Acceptable Use Policy (AUP) for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by Back 40 wireless. Use of any of the services offered by Back 40 wireless by any customer will constitute acknowledgment of an agreement to the terms outlined in this document. This AUP may be revised in part or in full and its sole discretion by Back 40 wireless. Continued use of services offered by Back 40 wireless after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions made to the AUP.

Content

All Services provided by Back 40 wireless may be used strictly for lawful purposes only. Back 40 wireless does not monitor, censor, edit or take any responsibility whatsoever for customer content or communications from within the network controlled by Back 40 wireless, except in as much to determine if violations of the AUP have occurred once suspected violation has been brought to the written attention of the abuse team at Back 40 wireless. Customers are fully and solely responsible for the content and use of their service as provided by Back 40 wireless and each customer should ensure that their use falls within the guidelines of this AUP. Back 40 wireless cannot and will not monitor, censure, edit, or otherwise interfere with information or content customers retrieve from sources outside the Back 40 wireless network, even when such information is made available to customers through material deliverable to any site or service maintained by Back 40 wireless. Because of this, Back 40 wireless will not be held responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal, or otherwise suitable in the view of the customer. Customers further agree to indemnify and hold harmless Back 40 wireless or any of its subsidiaries from claims resulting from the use of any provided service, which damages the customer of any other party.

Commercial Advertising – Email

The sending of unsolicited email (spamming) from an Back 40 wireless server or referencing a domain hosted by Back 40 wireless in any spam, whether originating from an Back 40 wireless network or not, is forbidden. Should any such abuse be found whatsoever, Back 40 wireless reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or otherwise provide access to spam software products or email lists or bulk email addresses are not permitted on any Back 40 wireless server.

Misuse of System Resources

To protect and maintain high availability to all its servers and bandwidth, activities designed to cause harm or monopolize the resources of any server or Back 40 wireless bandwidth as a whole are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive bandwidth and CPU time, use of server space for backup or storage of material unrelated to the website of an account, resale of disk space without an appropriate resellers agreement, use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration, distribution of viruses, worms, or any other electronic destructive resource, or maintain or creating any free for all type sites. Violation resulting from the misuse of Back 40 wireless resources will result in the immediate suspension of the account and any continued violations will result in termination of affected services.

Illegal or Indecent Content

Use of any Back 40 wireless services to make any illegal, indecent, or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

Intellectual Property

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets held by any third party is prohibited. Back 40 wireless is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid documentation must be provided for action related to content on sites within the Back 40 wireless network. In no instance will Back 40 wireless be held responsible for individual site material for which no authorized documentation has been provided.

Other Activities

Any activity not defined above, but judged by Back 40 wireless at its sole discretion to be harmful to other customers or general operations of the network, will be addressed on a case by case basis.

Consequences of Unacceptable Use

Back 40 wireless reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Notification of copyright infringement will be delivered in written format as well as electronic format when possible. Back 40 wireless will be required to disclose customer information in response to a properly issued subpoena. In the event Back 40 wireless receives a second notice of infringement, internet services will be suspended for a minimum of ten days or until adequate assurances have been provided to Back 40 wireless and complaining party that alleged infringement activity has stopped. After three notices are received services may be terminated if a court finds the internet subscriber liable for infringement violations. Indirect or attempted violations of this policy, and actual attempted violations by a third party on behalf of the customer, shall be considered violations of this policy by customer.