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## **xDSL.net Acceptable Use Policy (AUP)**

Updated: 3/99

### **1.) UCE/UBE (Unsolicited Commercial E-mail / Unsolicited Bulk E-mail/and Excessive Postings to USENET)**

a.) Customer acknowledges it is expressly prohibited from utilizing the xDSL.net service, xDSL.net's equipment or any xDSL.net electronic mail address in connection with the sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of the xDSL.net Service, xDSL.net's equipment or any xDSL.net electronic mail address.

b.) 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.

c.) Customer specifically agrees it will not utilize the xDSL.net Service, xDSL.net's equipment or any xDSL.net electronic mail address in connection with the transmission of the same or substantially similar unsolicited message to 100 or more recipients within a (1) one hour Period or 600 or more recipients within a (24) twenty-four hour period. Customer specifically agrees it will not utilize the xDSL.net Usenet Service, xDSL.net's equipment or any xDSL.net News posting services in connection with the transmission of the same or substantially similar unsolicited message to 20 or more USENETs or newsgroups in a single day. For each day upon which this provision is violated, Customer agrees to pay xDSL.net damages to compensate for the lost goodwill such a violation causes. Customer agrees to pay xDSL.net \$10 per violation for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, xDSL.net may waive all or part of the applicable charge. In cases of willful violations of this provision, Customer agrees to pay xDSL.net \$200 per violation. xDSL.net at its sole discretion shall determine whether a violation was unintentional or willful. Payment by customer under this provision shall not prevent xDSL.net from seeking to obtain other legal remedies against customer, including other damages or an injunction. Simple termination of service with xDSL.net does not constitute settlement of charges for violations committed.

d.) As it is now required by our backbone carriers, xDSL.net must respond to all complaint mail. xDSL.net will charge its customers \$5.00 for each e-mail it must manually respond to. xDSL.net will provide a copy of each e-mail to its customers of the response and the original letter.

e.) Customer shall not advertise an xDSL.net-hosted service via unsolicited mass e-mailings or inappropriate USENET postings using an email account at another Internet access provider.

f.) Disrupting any newsgroup with frivolous or repetitious postings.

g.) Posting of binary, or excessively large, unrelated text files to non-binary news groups that have specifically requested such material not be posted in the group's FAQ (Frequently Asked Questions).

h.) Posting articles to any USENET or other news group, mailing list or similar forum which are off-topic according to the charter or other public statement of the forum.

## **2. xDSL.net Assumes No Liability**

Since, xDSL.net has no practical ability to restrict all conduct, communications or content which might violate this Policy prior to transmission on the xDSL.net Network, nor can xDSL.net ensure prompt removal of any such communications or content after transmission or posting. Accordingly, xDSL.net does not assume liability to Client or others for any failure to enforce the terms of this Policy.

## **3. Revisions To This Policy**

xDSL.net reserves the right to modify this Policy at any time upon at least thirty (30) days prior notice. Notice of modifications to this Policy may be given to subscribers by posting such changes to the support section of the xDSL.net homepage (<http://www.xDSL.net/forms.html>), by electronic mail, or by conventional mail.

Reports of violations of this policy should be sent to [abuse@xDSL.net](mailto:abuse@xDSL.net).

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