Acceptable Use Policy (AUP)

ALL CUSTOMERS SHOULD READ THIS DOCUMENT AND REFER BACK TO ITS ONLINE VERSION REGULARLY TO VIEW THE LATEST VERSION. YOU AS THE CUSTOMER ARE RESPONSIBLE FOR THE STRICT ADHERENCE TO THE POLICIES BELOW AND YOUR ACCOUNT WILL BE DISABLED WITHOUT WARNING IF INTERDIAL NETWORKS LLC (D/B/A NHVT.NET) BELIEVES THAT YOU HAVE VIOLATED ANY POLICY HEREIN

InterDial Networks LLC d/b/a NHVT.NET ("InterDial") and its affiliates provide information technology services to business, institutional, governmental, and residential users including but not limited to Internet Access, Electronic Mail (E-Mail) services, shared and dedicated hosting on the World Wide Web, voice and data services, and other Digital Communications-related services (each, a " service").

This document sets forth an Acceptable Use Policy ("Policy") with the intent of protecting InterDial's network, customers, and other users of the Internet from potentially abusive actions taken by InterDial customers. This Policy is non-exclusive and although it endeavors to identify major requirements; any action about which there is doubt should be referred to InterDial by contacting abuse@interdial.net or abuse@nhvt.net . In any part of the Policy, the terms "end user", "user", "you", "customer", and "client" are meant to refer to the purchaser of InterDial services as listed on the service contract, all of its affiliates, successors, and assigns, and any entity other than the subscriber who either with or without permission utilizes the User's account.

InterDial considers the practices detailed in this Policy to constitute abuse of InterDial Service and a material and substantial breach of Contract signed between Customer and InterDial that will result in immediate and unremediable default by Customer per the Terms and Conditions of Service. Violations of any portion of this AUP may result in complete termination of User's service and/or access to InterDial's services without warning or refund.

In addition, InterDial reserves the right to implement any and all technical mechanisms to block the account holder's privileges to engage in such practices.

Nothing contained in this Policy shall be construed to limit InterDial's actions or remedies in any way with respect to any of the forgoing activities. InterDial reserves the right to take any and all actions it may deem appropriate with respect to such activities including without limitation taking action to recover the costs and expenses of identifying offernders and levying cancellation charges to cover InterDial''s costs in the event of disconnection of service or any other action deemed reasonable. InterDial reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

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

InterDial enforces this Policy with respect to InterDial customers only and only for those customers in relation to services that they purchase from InterDial or that utilize the InterDial network in any way. InterDial is not responsible for abusive actions which originate from other sites or networks on the Internet.

InterDial reserves the right to take action on abuse which is not specifically named in the Policy at the sole discretion of InterDial. Use of InterDial service constitutes understanding and agreement to all terms and conditions of the AUP without limitation. InterDial reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to this URL:http://www.interdial.net/aup.html

Statement of Responsibility

The Customer who contracted for the Service is solely responsible for all access and actions taken in regard to the Service. It is the account holder's responsibility to safeguard any passwords and to ensure that the Policy is honored. You as the customer agree to protect your user Ids and passwords and pay for any and all activity associated with them. You as the signer of the account will be held responsible for any violations of this Policy and any additional costs or expenses incurred herein. You hereby irrevocably agree that you are responsible and accept full liability for the actions of anybody who uses your service or your account with or without your permission.

Any violation of the Policy effected or participated in (whether actual or attempted and whether directly or indirectly) by a third party on behalf of or otherwise for the benefit of a InterDial customer or any customer or end user of a InterDial customer will be considered a violation of the Policy engaged in by the InterDial customer.

Illegal Use

InterDial service may only be used for lawful purposes. Transmission, distribution or storage of any material in direct or indirect violation of any applicable local, state, or federal law, regulation or statute such as libel, slander, invasion of privacy, threatening bodily harm or property damage to individuals or groups and harassment is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, makes fraudulent offers of products, items or services, or violates export control laws. InterDial services will not be utilized in any way to produce, receive, transport, possess, or distribute by any means Child Pornography or any material that endangers children, as defined in the sole discretion of InterDial and/or appropriate legal and enforcement authorities of competent jurisdiction.

Systems and Network Security

Violation of system or network security are prohibited and may result in criminal and civil liability. InterDial will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach or circumvent security or authentication measures without the express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Use of Service (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, or other system or network resources so as to interfere with or degrade Service to any user, host, or network including, without limitation, mailbombing, denial of service attacks, installation of "auto-responders," "cancel-bots," or similar automated or manual routines, transmission of worms, viruses and other malicious codes, web page defacement, port or network scanning, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage or using a personal account for high volume or commercial use.
- Engaging in any of the activities prohibited in the Policy by using another provider's service but channeling the activity through a InterDial account, remailer, or otherwise through the Service.

- Falsifying user information provided to InterDial or to other Service users.
- Revealing your account password or other information related to the Service or allowing use of your Service by unauthorized agents.
- Violating generally accepted standards of the internet.

Email

Violations of email usage are prohibited. Examples of email usage violations include but are not limited to the following:

- Sending unsolicited mail messages of any nature, including without limitation commercial advertising, informational announcements and messages with a negative option for continuation from a InterDial email address or, by directly or indirectly using the Service of InterDial for such purposes or in any way implicating InterDial service.
- Using another site's mail server to relay mail without the express permission of the site.
- Sending a large number of email messages, or singularly large email messages, to a single address.
- Transmitting messages that contain, in part or whole, invalid or non-existent domain names or other means of deceptive addressing or which employ similar techniques to hide or obscure the source of the email using or implicating the Service.
- Creating or participating in pyramid schemes or chain letters.
- Engaging in the illegal export of software or encryption or violating current regulations of any kind.
- Sending harassing email by language, size, frequency or any other form deemed to be harassing at InterDial's sole discretion. This includes sending email (or real time) messages to a person who has asked explicitly that you not do so.
- Maintaining a mailbox exceeding the space quota for that Service.

UseNet

Violations of Usenet usage are prohibited. Examples of Usenet violations include but are not limited to the following:

- Posting the same or similar message to one or more newsgroups, forums, mailing lists, or other similar groups or lists (excessive cross-posting or multiple posting, also known as "SPAM")
- Attempting to cancel, supercede, or otherwise interfere with Usenet posts other than one's own.
- Posting articles which are "off-topic" or violate the named charter or other published FAQ or description of a list or specific newsgroup.
- Publishing someone's real-world data (such as phone number, address, social security number, photograph, etc.) in such a way as to cause the person trouble or incite others to do so.
- Forging Usenet header information to obscure the true originator of the message.
- Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.
- Posting fraudulent, dangerous, misrepresentative, or malicious information of any kind.
- Posting binary or excessively large, unrelated text files to non-binary news groups.

Websites

Violations of website usage are prohibited. Examples of website usage violations include but are not limited to the following:

- Distribution of pornographic or otherwise indecent or offending materials.
- Distribution of restricted software or materials in violation of copyrights or distribution licenses.
- Maintaining a website exceeding the space quota for that service.
- Any other violation that might be listed elsewhere in the AUP or operating a website that encourages others to engage in similar activities in violation of their AUPs.

Domain Names

InterDial provides domain name service for web page customers. Keeping registry information updated and accurate is the responsibility of the domain holder and not of InterDial. Violations of domain name usage include but are not limited to the following:

- Falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts.

Dial Service

InterDial provides interactive usage of dial up services and connections that are idle for long periods of time will be disconnected. Locating and selecting a local calling number is the sole responsibility of you as the customer and InterDial does not warrant or guarantee that any dial-up access numbers provided will be a local call from your location. InterDial is not responsible for any charges including but not limited to long distance and metered local or toll charges incurred when you access the Service. You should check with the local phone company to determine whether a dial-up number you have selected is a local call from your location and whether any charges apply. Any additional charges incurred by using the Service are the sole responsibility of you as the account holder.

Services provided shall be assigned changing (dynamic) IP addresses unless otherwise specified in the customer agreement. InterDial reserves the right to change these IP numbers without warning. Violations of dialup usage are prohibited. Bandwidth speeds for Services will not exceed limits set by FCC regulations and are the maximum available download speeds for that particular level of service. Actual speeds will vary depending on the service package selected and the factors such as customer's computer configuration and performance, overall Internet traffic, weather, and/or other factors. Examples of dialup violations include, without limitation, the following:

- Multiple simultaneous logins to a single dial-up account to this Internet Access Service are prohibited.
- Use of this Service as a dedicated modem connection through the use of redialers and idle-time traffic generators or any device that would allow your account to stay logged on while you are not actively using InterDial Service.
- Operating any server of any type.
- Using Service for resale purposes or supplying this service to other locations, customers, people, businesses, or entities, unless otherwise specified in the Customer Agreement.

Reporting Abuse

InterDial provides an email address for use in reporting abusive activities originating from our customers as outlined in this Policy. Please note, abuse originating from customers other than our own cannot be handled by us and should be reported to the provider/site who has authority over the abusive user.

- When reporting email or Usenet abuse, include a FULL copy of the message, including headers. When reporting other types of abuse, include details such as log files documenting the incident. This information is required in order for any action to be taken, and an abuse report will not be investigated without supporting documentation and evidence.
- Send your report in email to abuse@interdial.net Reports of abuse will only be received via email, and you will receive an automated response confirming the receipt of your report. Your report will be reviewed and appropriate action will be taken. However, you will not receive a response or report detailing the actions taken regarding your abuse report.