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Company

Sonic.net, Inc.
2260 Apollo Way
Santa Rosa, CA 95407

(707) 522-1000 Voice
(707) 547-2199 Fax
(707) 547-3400 Help

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Sonic.net, Inc. General Policy

By opening an account with Sonic.net, Inc., you agree to abide by all policies of Sc Inc. These policies apply to all users of Sonic.net, Inc. without exception; failure to to the stated policies may result in termination of the account at the discretion of Sonic.net, Inc.

Sonic.net, Inc. reserves the right to change policies, services, and pricing. Your co use of an account signifies acceptance of any and all policies and policy changes, you may cancel if you do not agree with changes in policy, service, or pricing.

Sonic.net, Inc. reserves the right to refuse to provide service to anyone.

Disclaimers

Sonic.net, Inc. makes no warranties of any kind, whether express or implied, for th service it is providing. Sonic.net, Inc. will not be held responsible for any damage y suffer from use of an account or service provided by Sonic.net, Inc., unless otherw agreed to in writing. This includes- but is not limited to- equipment damage, failure of data resulting from delays, non-deliveries, or service interruptions caused by the company's negligence or your negligence or misuse.

Dial-up users: contact your telephone service provider to verify that the Sonic.net, modem dial-up number you intend to use is a local call from your location. You ma subject to additional charges from your telephone service provider, depending on y location and calling plan. Sonic.net, Inc. can not be held responsible if long distanc other communications fees are incurred.

Privacy

Sonic.net, Inc. is committed to preserving the privacy of its customers and protecti personal data.

support@sonic.net

Partners



Sonic.net does not actively monitor customer use of the Internet, customer email or customer communications in the course of its regular operations. Sonic.net is also opposed to the use of third-party information-harvesting strategies and technologies as unlawful wiretapping.

Information retained by Sonic.net:

Sonic.net, Inc. keeps information about its customers such as names, addresses, telephone numbers, email addresses and details about Sonic.net services used by customer. All such information is considered private.

Sonic.net also keeps logs of limited technical information pertaining to matters such as customer connectivity and email processing. These logs are retained on a temporary basis in order to insure high-quality service, and no logs are kept indefinitely.

The only circumstances wherein Sonic.net will disclose any of the above-mentioned information to a third party are:

- In the course of providing services our customers have specifically requested, Sonic.net, Inc. may make some of this information available to our affiliates to fulfill the requirements of order processing.
- In the event that we receive a legitimate, legally-mandated request for customer information, Sonic.net, Inc. will respond only within the narrow scope of that request.

Sonic.net, Inc. will not otherwise disclose any private information about its customers to any other third party.

Acceptable Use Policy

Any prohibited or illegal activity that affects Sonic.net, Inc., its agents, equipment or customers is punishable to the full extent of the law, and Sonic.net Inc. will hold you responsible for any damage caused by your actions, whether intentional or unintentional. You are strictly prohibited from using your account other than as outlined in this Acceptable Use Policy and will be prosecuted to the full extent of the law if you do so illegally (see [Enforcement](#) section). Sonic.net, Inc. makes no exceptions in enforcing this policy.

Sonic.net, Inc., functions as a common carrier; our standard policy is to not monitor or interrupt our users' activities, exert editorial control over their content, or censor their content. To protect the interests of Sonic.net, Inc. and in the best interests of our customers, exceptions to this policy may be made under certain specific circumstances including but not limited to the following:

Illegal activities: The law requires Sonic.net, Inc. to report any criminal activity that it becomes aware of to the appropriate authorities. It is the responsibility of the account owner to be familiar with current laws and regulations.

Email: Email accounts are for personal or business correspondence only. Unsolicited Commercial Email (otherwise known as UCE - or spam) is strictly prohibited and users will have their accounts terminated immediately. Sending unsolicited email to one-to-one addresses regardless of how the addresses were obtained may be considered spam and is grounds for account termination. Use of a Sonic.net address or any address domain hosted by Sonic.net, Inc. as a return address for replies to spam is similarly prohibited.

Sonic.net, Inc. may at its discretion employ filtering techniques to block inbound email from known sources of spam and email abuse, and may also filter incoming email for known viruses.

Usenet: All users of Sonic.net, Inc. news servers agree to be bound by the charter newsgroup or newsgroup hierarchy posted to. It is the responsibility of the user to familiar with these charters, which may include rules about content, spam, language off-topic posting. Excessive posting of identical messages to multiple newsgroups posting') via Sonic.net, Inc. news servers is prohibited, as is the posting of unsolicited commercial email (spam).

Shell use: Sonic.net, Inc. can provide shell access to its users on request. Shell is an optional service and Sonic.net, Inc. reserves the right to grant or revoke custom access at any time. To activate shell access, please call our technical support department.

The shell server is a shared resource and shell access is intended for use only when the user is actively connected and using the connection. IRC bots, excessive use of resources, and network abuse are all prohibited. The use of any process or program intended to run while the user is not on-line is also prohibited.

Sonic.net, Inc., maintains a strict, zero-tolerance policy with regard to abuse of user access privileges. Any abuse of the shell service will result in immediate revocation of shell access, and further action may be taken at the discretion of Sonic.net, Inc. (see Network Abuse and Enforcement sections.)

Network abuse: Use of Sonic.net, Inc. accounts or services for orchestration of or participation in any abuse of the Sonic.net, Inc. or any other network, system or service is expressly forbidden and is grounds for account termination and possible legal action which interferes with the Sonic.net or other networks or which affects the user's access to any network is likewise expressly forbidden.

Sonic.net, Inc. retains at all times the right to determine what constitutes network abuse. Examples include but are not limited to:

- Attempts to hack the Sonic.net, Inc. network or any other network or system
- Port scanning
- Use of 'cracking' software or techniques
- Dissemination of viruses or malware
- Provocation of attacks on the Sonic.net, Inc. network or any other network
- Conduct which causes Sonic.net, Inc. to be blocked by another provider or which causes Sonic.net, Inc. to be placed on a "block list"
- Flooding Sonic.net, Inc. or any other network with traffic for the purpose of disrupting service
- Mail bombing

Sonic.net, Inc. customers must also comply with the acceptable use policies of our upstream providers, UUNET (<http://www.uu.net>) and Cable and Wireless (<http://www.cw.com>)

Use of copyrighted material: Sonic.net, Inc. is obligated to comply with the Digital Millennium Copyright Act of 1998 (DMCA). All web pages are subject to copyright and users are responsible for the content in their file space. Use of the World Wide Web, FTP, Newsgroups or any other services provided by Sonic.net, Inc. to transfer copyrighted material in violation of applicable laws is prohibited and may result in termination of a Sonic.net account.

Complete details on the Sonic.net, Inc. DMCA policies and instructions on how to initiate or respond to a claim of copyright infringement, including contact information for our designated agent, can be found at <http://www.sonic.net/support/docs/dmca.shtml>.

Access to content: Sonic.net, Inc. functions as a common carrier and does not discriminate. Material can be found on the Internet or in Usenet news groups, etc., that some users may find objectionable; Sonic.net, Inc. is not responsible for any content available through Sonic.net accounts or services. Any limitation of access to content is at all times the responsibility of the account holder and Sonic.net, Inc. shall not be held responsible for access to material that an account holder deems inappropriate. We suggest that users

be supervised.

Accountability

The owner of any type of Sonic.net, Inc. account or service will be held responsible for any abuse of that account or service, regardless of whether the owner was the actual initiator of the abuse. This includes for example but is not limited to: abuse of an email account, dialup add-on which is part of a customer's account but which is used by a third party, abuse of a colocated server or colocation services by a third party, with or without the account owner's permission.

Enforcement and remedy:

Violation of any terms set forth in this Acceptable Use Policy may result in one or more of the following, at the discretion of Sonic.net, Inc.:

- Issuance of a warning
- Temporary suspension of service
- Billing to defray administrative costs incurred
- Termination of your services, account or accounts
- Legal action

If any activities or security problems involving a Sonic.net account or Sonic.net, Inc. customer's services cause network outages, the owner of the account or service will be billed for network down-time.

Any account owner whose account is terminated for violation of the terms set forth in this Acceptable Use Policy will be required to pay any outstanding balances due, including and all early termination fees. In instances where it is necessary to terminate a customer's account, an administrative disconnect fee may also be applied.

Sonic.net, Inc. will normally attempt to contact any user in violation of this Acceptable Use Policy before taking action, but depending on the circumstances or the severity of the violation action may be taken without prior notification. In this case, the user will be notified as soon as it is practicable.

No limitation

This acceptable use policy in no way limits the rights and remedies of Sonic.net, Inc. In its discretion Sonic.net, Inc. may take other actions it deems necessary to protect the integrity of its or other's networks or to recover the costs of operation as pertain to identifying and removing violators of this acceptable use policy.

Dial-up Connection policy

Dialup accounts are intended for interactive use by a single individual. Sonic.net, Inc. reserves the right to terminate idle connections, that is, connections that have been unused for 15 minutes. Personal accounts are limited to one login at any given time.

Sonic.net, Inc. provides unlimited Internet access to its dial-up customers. "Unlimited Internet access" is defined as un-metered, on-demand dial-up access; this is different from dedicated ("always-on") access. In order to ensure that dial-up services remain available to all dial-up customers, Sonic.net, Inc. reserves the right to terminate an open dial-up connection that exceeds twelve consecutive hours duration.

Sonic.net, Inc. assumes that anyone consistently using a dial-up connection for more than twelve consecutive hours at a time will need dedicated-line access. If you consistently

your dial-up account as a dedicated-line account, you will be billed for it according to our pricing. Dedicated lines are available for an additional monthly charge. Sonic.net, Inc. also offers several high-speed, dedicated ("always on") account types. Please see our sales page at <http://www.sonic.net/sales> for more information.

Technical Support Policy

The function of the Sonic.net, Inc. technical support staff is to assist customers with their Internet connection, Internet browser and email account setup. Support is only available for computers running recent versions of Macintosh or Windows operating systems. Sonic.net, Inc. does not offer over-the-phone tech support for issues such as cgi programming, Linux use, your web site, or any other issue not directly related to your dialing software or to the basic functions of your web browser and email program. At its discretion the support staff may sometimes assist our customers with non-connection or non-email issues, any such extra service is strictly 'added value' service and price of such service does not obligate Sonic.net, Inc. to continue to provide such service. Sonic.net, Inc. also provides some online discussion groups (news groups) for members only; these are an excellent resource and answers to many questions that lie outside the Sonic.net, Inc. support model may be found in these newsgroups. A list of the Sonic.net members-only newsgroups can be found at <http://www.sonic.net/support/docs/newsgroups.shtml>.

Sonic.net, Inc. will use its best efforts to provide all services to get your computer connected to the Internet but can not be held responsible for hardware or software malfunctions or assist in servicing or repairing your equipment. In such cases, the technical support staff will gladly refer you to outside sources for assistance. Customers should have a copy of their current operating system available when calling technical support; there will be limits to the amount of assistance that technical support representatives can offer if you do not have a copy of your current operating system. Sonic.net, Inc. reserves the right to cease providing over-the-phone technical support to any customer.

Please call the Sonic.net, Inc. tech support number at 707-547-3400 if you need assistance in the Santa Rosa calling area. If you are outside the Santa Rosa calling area you can find local tech support numbers using our number-finding tool at <http://www.sonic.net/support/focal/>. Technical support can also be reached via email at support@sonic.net.

You are entitled to free assistance with setting up your connection, an Internet browser (Microsoft Internet Explorer or Netscape Communicator) and an email client (Microsoft Outlook Express, Microsoft Outlook, Netscape Messenger or Eudora) on one computer. Support is only available for computers running recent versions of the Macintosh or Windows operating systems. We offer telephone technical assistance everyday: Monday - Friday 6am - 11pm, Saturday and Sunday 8am-10pm (closed major holidays and 12:30 PM on Fridays).

If you can email, we encourage you to write to support@sonic.net for assistance. If you are able to get online and have other questions, the answers may be in our support pages located at <http://www.sonic.net/support/> - we encourage you to check there first. A help file in the program you are using may have the answers to your questions so please do investigate these resources before calling tech support.

Bandwidth and Disk use quotas

Sonic.net, Inc. uses a quota system for controlling customer bandwidth and disk usage. Information and specific details about these quotas can be found at <http://www.sonic.net/support/docs/quotas.shtml>.

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