

Sea Ranch Connect® Terms of Service and Acceptable Use Policy for Internet Services

PO Box 16 975 Annapolis Rd Sea Ranch, CA 95497

PLEASE NOTE: The version of these Terms of Service published at www.SeaRanchConnect.org/terms-of-service is the current and binding version. Terms may change from time to time, upon notice to subscribers.

System abuse is strictly prohibited. Sea Ranch Connect may terminate or modify service immediately and may bill for any resulting support charges if the subscriber or user engages in system abuse.

Actions that constitute system abuse include, but are not limited to:

- 1. Attempting to circumvent user authentication or security of any host, network, or account on Sea Ranch Connect systems or those of its Internet service partners, or the Internet at large ("cracking").
- 2. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
- 3. Forging email or USENET posting header information.
- 4. Excessive forwarding or posting of "chain letters" (multiple forwarding) of any type.
- 5. Posting inappropriate messages to USENET newsgroups e.g., posting large numbers of unsolicited posts indiscriminately ("spamming"), or posting encoded binary files to USENET newsgroups not specifically named for that purpose.
- 6. Attempting to cancel, supersede, or otherwise interfere with email or USENET posts other than one's own.
- 7. Engaging in harassment, whether through language, frequency, or size of messages.
- 8. Using a Sea Ranch Connect account or network connection to collect replies to messages sent from another provider which violate these rules or those of that provider.
- Placement of copyrighted or trademarked information not belonging to the posting party on servers maintained by Sea Ranch Connect.
- 10. Using Sea Ranch Connect's system or equipment in support of activities that would, if conducted on Sea Ranch Connect's system, violate Sea Ranch Connect's Terms of Service or Privacy Policy.
- 11. Persistently accessing Sea Ranch Connect connection telephone numbers or the telephone numbers of its Internet service partners with the intent or effect of making those numbers inaccessible to Sea Ranch Connect's other customers.
- 12. Intentional transmission of any "worm" or "trojan horse" or similar software which is destructive to personal computers, servers or computer systems.
- 13. Any activity which Sea Ranch Connect believes, in its sole judgment, to be in support of spamming activities.
- 14. Sending large numbers of unsolicited mail messages (i.e., "junk mail") this includes adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee. Sea Ranch Connect does not authorize the use of any computer network to accept, transmit or distribute unsolicited bulk e-mail sent from the Internet to its customers Sea Ranch Connect does not authorize the harvesting or collection of screen names from its equipment or customers or its Internet partners for the purpose of sending unsolicited bulk email. Sea Ranch Connect reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing or remaining within the Sea Ranch Connect system. Unauthorized use of the Sea Ranch Connect system or that of its Internet partners in connection with the transmission of unsolicited bulk e-mail or counterfeit or misleading e-mail may result in substantial civil penalties against the sender, including those provided by the California anti-spam law (California Business & Professions Code sections 17529 to 17529.9), and the State of Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.), and the federal Computer Fraud and Abuse Act (18 U.S.C. sections 1030 et seq.).
- 15. Automated or manual generation of network traffic to simulate hits to blogs or other web-sites for reasons other than the good-faith intention of an Internet user to visit a Web site to purchase goods or services or to obtain information, or with the intent to promote an unrelated web site. Examples: Click Fraud, Referrer Log Spamming, Web-based comment spam.

Damage to any equipment in the user's possession, which is owned by Sea Ranch Connect, will void the warranty on that piece of equipment and the subscriber will be responsible for paying for any resulting repairs or replacements.

All telephony devices connected to the integrated telephone ports on the Sea Ranch Connect home portal must comply with FCC standards for operation on United States telephone networks. Use of telephony equipment not designed for United States telephone networks is expressly forbidden. Subscriber/user will be responsible for paying for any resulting repairs or replacements or other losses under this paragraph.

Subscriber agrees to adhere to the billing policies described in the Billing Policy document, which is hereby incorporated into these Terms of Service, as published and amended from time to time on the Sea Ranch Connect website.

Anyone who believes there is a violation of these Terms of Service should direct that information to abuse@searanchconnect.org.