

Acceptable Use Policy

Casair, Inc.
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Introduction

Casair, Inc. offers Internet access, web hosting, email and other related services to its employees and customers. In addition, Casair, Inc. respects the privacy of its customers and users who access and disseminate information for commercial or non-commercial and public or private uses. However, Casair acknowledges that there are potential legal and ethical principles involved in the use of Casair services. This Acceptable Use Policy (AUP) serves as a guide to the rights and responsibilities of those using Casair services. This document may change at any time with the most current version located at www.casair.net. Therefore, it is the users' responsibility to periodically review the posted AUP. By accepting and using Casair services, the user acknowledges and accepts the conditions contained within this AUP.

Provisions/Conditions for Use

Casair, Inc. users agree to comply with the policies, guidelines, and prohibitions contained herein. Failure to do so shall constitute a violation of this AUP and may result in one or more, but is not limited to, the following:

- Immediate suspension of account privileges
- Termination of account
- Reimbursement of relevant expenses (legal, technical, and otherwise) for Casair actions related to violation

Prohibitions

Casair, Inc. does not monitor, review, censor, edit, or take responsibility for any information created, data posted, or actions taken by Casair subscribers. The user accepts all responsibility for any information (legal or illegal) posted or otherwise distributed using Casair services. Because the information posted or distributed may harm Casair's or other subscribers' and non-subscribers' reputation, good will, and operations, Casair has identified the following prohibited activities. The user is in violation of this AUP when they, their customers, affiliates, or subsidiaries use Casair services in the following activities:

1. Post, store, access, or distribute obscene language or materials. This includes, but is not limited to: pornography, nudity, adult content, or other sexually explicit language/materials.
2. Defame or abuse others through harassing, threatening, defamatory, or abusive language/materials.
3. Post, store, access, or distribute code or other materials or to otherwise cause damage with Denial of Service, Viruses, Worms, Trojan Horses, or Other Destructive Activities. This includes data or material that may harm, interrupt, or in anyway cause damage to Casair or other network services.
4. Forge headers to purposely disguise, forge, misrepresent, or impersonate. This includes adding, modifying, or removing network header information to deceive or mislead others (SPOOFING)
5. Distribute or promote unsolicited commercial email (SPAM) pyramid schemes, or mail fraud schemes.
6. Engage in Intellectual Property Violations. This includes copyright infringements, trademark violations, software or music piracy, or other activities that misappropriates the property rights of others.

7. Access (illegal or unauthorized) to networks, accounts, or computers (CRACKING). This includes "hacking," or potential penetration efforts (such as, port scans or other attempts to gather private or secure information)
8. Post, store, access, or distribute unlawful or unauthorized information (such as passwords, license keys, credit card information, private personal data, distribution lists/databases).
9. Send scripts/programs/commands developed to interrupt or interfere with the services offered to subscribers or to others via Casair networks or the Internet.
10. Advertise, sell or otherwise provide illegal materials, controlled substances, or information that may be used to destroy property, harm people or animals, or to break copyright.
11. Advertise, facilitate or distribute information, products, services, or software that violates any portion of this AUP.
12. Customer not to resell service, or knowingly permit service to be used by another residence or business entity.
13. Operate a server or services that allow outside access to a computer, server or provide services.
14. Customer to take reasonable steps to ensure wireless access points and/or wireless routers are not accessed by unauthorized computers.
15. Engage in any other activities (illegal or legal) using Casair services that Casair determines to be harmful to subscribers or other Internet users or that may impinge upon Casair's operations, reputation, goodwill, or customer relations.

Confidentiality

Although Casair, Inc. acknowledges the right to privacy of on-line communications, it is important for the subscriber to understand that Casair does not guaranty the privacy of information or data distributed via its network facilities nor does it take responsibility for the accuracy or security of that information.

Casair does reserve the right to monitor access and services to maintain the integrity and efficiency of its network(s). In the course of such monitoring, if Casair discovers a subscriber(s) engaged in prohibited or illegal actions as may be described above, Casair will suspend or terminate any or all services provided to such subscriber(s) and reserves the right to remove any materials in violation of this AUP. Casair will provide notice (electronic or written) to subscriber(s) of such action, the cause for the suspension of services and the actions necessary for services to resume (If in the sole discretion of Casair, service resumption is deemed appropriate).

Casair assumes that users are aware that electronic files are not necessarily secure. The security for subscriber information shall rest solely upon the subscriber. Users may find it appropriate and/or necessary to take action to secure its data from unauthorized access, tampering, or loss. Upon request, Casair may provide additional information or services to help the subscriber attain certain levels of security for additional costs.

Casair acknowledges that information stored on its computers is private and confidential. Requests for disclosure of subscriber's data will be honored only when authorized by the owner(s) of that information or as required by state or federal law.

Disclaimer

The "openness" of the Internet allows users to access information, websites, chat rooms, bulleting boards, listservs, electronic mail and other forms of information sharing and communication. The subscriber must recognize that the communication via the Internet may contain inaccurate, objectionable or offensive material. **Casair, Inc. does not endorse nor does it assume responsibility for the accuracy, morality, or efficacy of any material found on the Internet. Casair, Inc. makes no representations of any kind, expressed or implied, concerning information found on the Internet, any site or its content.**

Accessing the Internet or using Casair's other network services are contingent upon the subscriber's agreement to release Casair and its officers, directors, shareholders, employees, and successors and assigns the "released parties" from any and all claims and liabilities resulting from the use of the Internet or other

related Casair services, including without limitation, any claims or liabilities for damage to subscriber data, networks or other electronic devices attached to the network, or computer systems, By using Casair Internet or related services, the subscriber assumes the entire risk and liability of using the Internet or related services. The subscriber further agrees to indemnify and hold harmless each of the released parties from any claims or liabilities resulting from the use of the Internet or related services.