

Acceptable Use Policy

Casair, Inc.
617 E. Lake St., Stanton, Mi 48888
Phone: (989) 831-8800; Fax: (989) 831-5555

Introduction

Casair, Inc. offers Internet access, web hosting, email and other related services to its employees and customers ("User" or "Users"). 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 misappropriate 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, federal, or international law or treaty, or subject to subpoena or other order of a state, federal or international court.

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.

Digital Millennium Copyright Act (DMCA) Policy and Procedure

To protect the rights of copyright holders, it is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When a valid DMCA notification is received, the service provider responds under this process by taking down the offending content. On taking down content under the DMCA, Casair will take reasonable steps to contact the owner of the removed content so that a counter-notification may be filed. On receiving a valid counter-notification, Casair generally restore the content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. If you believe you've found an infringement of your copyrighted material, please follow these steps to file an official DMCA complaint:

File a notice of infringement:

A written notification must be made. This can be done either by fax or written letter (regular mail or courier). Emails will not be accepted unless a prior arrangement has been made. The notification must include:

1. Information reasonably sufficient to permit Casair to contact you (email address is preferred);
2. A detailed description of the copyrighted work that was allegedly infringed upon, in the form of the original URL of the image, text, or page or other information that can specify the copyrighted work;
3. A detailed identification of the material, with enough information to locate the material. This includes what actions were taken in finding the material to the direct link to the infringing web page;
4. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.";
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."; and
6. Signature (full legal name) on the written communication of a person authorized to act on behalf of the copyright holder or owner of an exclusive right that is allegedly infringed.

Send the written communication to the following address:

Casair, Inc.
Attn: DMCA Complaints
617 E. Lake Street
Stanton, MI 48888

OR Fax to:

(989) 831-5555, Attn: DMCA Complaints

Please note that you agree by submitting your complaint under this Acceptable Use Policy and DMCA Notification Policy that you will be liable for damages (including attorneys' fees and other costs) if you materially misrepresent a claim that content is infringing upon your copyright. Therefore, if you are not sure if material available online infringes your copyright (it may be protected under exceptions to the copyright law, such as fair use), we suggest that you contact legal counsel before submitting any claim.

Please note that a copy of each legal notice and claim (without your personal information) could be sent to a third-party partner for publication and annotation. **Any privacy policy in effect for Casair, Inc. does not protect information provided in these notices.**

Filing a Counter Notification:

To file a counter notification, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that by filing a Counter Notification or responding in any manner under the procedures set forth in this Acceptable Use Policy, you agree that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. Your notification must include:

1. Detailed identification of the material under controversy, with enough information to locate the material;
2. Provide information reasonably sufficient to permit Casair to contact you (email address is preferred);
3. A statement that you, in good faith, believe that the use of the material in question was identified as a copyright violation as a result of mistake or misidentification, including detailed reasons of why you believe this;
4. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right."; and
5. A signature (your full legal name) on the written communication, address, and telephone number, along with a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, and that you will accept service of process from the person or agent of such person who provided the initial notification.

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