

## Acceptable Use Policy

Nu Tech Software Solutions, Inc. Acceptable Use Policy Nu Tech Software Solutions, Inc. ("NUTECH") as an Internet service provider ("ISP") offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. NUTECH also wants its subscribers to be fully informed of their rights and obligations -- and those of NUTECH -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of the Services Agreements, is intended as a easy to understand guide to those rights and obligations. The number one fundamental fact about the Internet is that no one -- neither NUTECH, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that NUTECH cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because NUTECH cannot monitor and censor the Internet, and will not attempt to do so, NUTECH cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable or offensive Internet communications. When subscribers disseminate information through the Internet, they also must keep in mind that NUTECH does not review, edit, censor or take responsibility for any information its subscribers may create. This places on subscribers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over NUTECH facilities and may reach a large number of people, including both subscribers and non-subscribers of NUTECH, subscribers' postings to the Internet may affect other subscribers and may harm NUTECH's goodwill, business reputation and operations. For these reasons, subscribers violate NUTECH policy and a Services Agreement when they, their affiliates or subsidiaries engage in the following activities:

- **Spamming** -- Unsolicited, commercial bulk E-mailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward NUTECH, but also because it can overload NUTECH's equipment and disrupt service to NUTECH subscribers.
- **Copyright Violation** -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the violator, and can involve the ISP in litigation and possible loss of reputation.
- **Distribution and/or Transmission of Obscene or Indecent Speech or Materials** -- Violation of indecency and obscenity laws can result in criminal penalties.
- **Defamation** -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.
- **Illegal/Unauthorized Access to Other Computers or Networks** -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
- **Distribution of Internet Viruses, Trojan Horses and Other Destructive Activities** -- Distribution of Internet viruses, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under international, federal and state law.
- **Export Control Violations** -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- **Other Activities**, whether lawful or unlawful, that NUTECH determines to be harmful to its subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. NUTECH will not, as ordinary practice, monitor the communications of its subscribers to ensure that they comply with NUTECH policy or applicable law. When NUTECH becomes aware of harmful communications, however, it may take a variety of actions. NUTECH may remove the information that violates its policies, implement screening software designed to block offending transmissions, or take any other actions it deems appropriate, including termination of a subscriber's contract with NUTECH. NUTECH also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, NUTECH urges its subscribers to assume that all of their on-line communications are insecure. NUTECH cannot take any responsibility for the security of communications transmitted over NUTECH's facilities. NUTECH will comply fully, however, with all applicable laws concerning the privacy of its subscribers' on-line communications. In particular, NUTECH will not intentionally monitor or disclose any private electronic mail messages sent or received by its subscribers unless required to do so by law. NUTECH may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, NUTECH may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, NUTECH may disclose information transmitted over its facilities where necessary to protect NUTECH and its subscribers from harm, or where such disclosure is necessary to the proper operation of the system. Finally, NUTECH wishes to emphasize that in signing a Services Agreement, subscribers indemnify NUTECH for any violation of the subscriber of the Services Agreement, or of law or NUTECH policy, that results in loss to NUTECH or the bringing of any claim against NUTECH. This means that if NUTECH is sued because of activities of the subscriber that violate any law, the Services Agreement or this policy (which is part of the Services Agreement), the subscriber will pay any damages awarded against NUTECH, plus costs and reasonable attorneys' fees. We hope this Policy Statement is helpful in clarifying the obligations of Internet users, including NUTECH and its subscribers, as responsible members of the Internet community. [Back to main page](#)