



ACCEPTABLE USE POLICY
Crocker Communications Inc.
INTERNET USAGE AGREEMENT 2010ⁱ

For continued service and use of Crocker Communications' network systems and facilities, you must read this document carefully and thoroughly.

PREFACE: This document is a legally binding agreement between you our CLIENT and Crocker Communications. This document describes the guidelines that Crocker Communications hereinafter known as CROCKER, uses in providing services to its CLIENTs. The terms "CLIENT(s)", "usage" or "user(s)" mean, refer to and include any entity, business, group, organization, person or persons engaged in any and all forms of connections to CROCKER computing facilities, without regard as to the origin of such connections. Users of CROCKER computing facilities are required to comply with, and by using any such facilities, agree to comply with and be subject to CROCKER'S USAGE AGREEMENT, hereby known as the "agreement". CROCKER reserves the right to amend these Conditions and Policies at any time. This document is intended to tell CLIENTs what they can expect from CROCKER and what CROCKER expects from them.

CROCKER COMMUNICATIONS' RESPONSIBILITIES: CROCKER operates a variety of services for its CLIENTs, and will make all reasonable efforts to be reliable. By reliable we mean that the services will operate according to schedule, efficiently, correctly, and securely. In order to protect the reliability of the services and the security of information in the system, CROCKER reserves the right to; inspect a CLIENT's files, jobs, and terminal sessions, and deny any and all access privileges. Violation of the policies and conditions contained within this document may result in further actions by CROCKER. In appropriate cases CROCKER reserves the right to seek restitution for unauthorized use or access to its services, and will seek damages as appropriate. In addition, CROCKER will take all reasonable steps necessary to refer any violation of these policies to the appropriate law enforcement agency.

DISTRIBUTED ACCESS: CROCKER maintains connections to various networks, and considers these connections to be among the most vital of its services. CROCKER has a responsibility to help maintain the reliability of computers and networks at other sites. CROCKER will treat any attempt to compromise the reliability of another computing system through CROCKER network connections as if the attempt were directed at CROCKER computing facilities.

MODERATE SECURITY: CROCKER makes all reasonable efforts to maintain the information in its systems and to make it secure. By secure we mean that the information stored in the computer will be safe from unauthorized access, and that CROCKER won't lose the information. It is important to realize that CROCKER cannot make these measures absolute. CLIENTs have a variety of levels of security available, and must choose the level appropriate for their own information.



PRIVACY: The CLIENT shall unconditionally authorize CROCKER to inspect CLIENT's files, jobs, and terminal sessions, and any and all non-public files, hereby known as "items". CROCKER will only inspect these items when a CLIENT violates or is under suspicion of violating the policies within this document, and will do so only to protect the reliability and security of its services. CROCKER makes no attempt to censor any information held on its systems.

BACKUP: CROCKER runs backup procedures on its computers every evening. Theoretically, in the event of a computer failure, it is possible to recover all information stored in a computer at the time of the last backup. There are, however, occasional problems with these restorations which can result in lost information. CROCKER will not be held liable for lost data, files or information stored on its systems.

BACKUP FILES: CLIENTs are responsible for maintaining their own multiple, current back-up copies of valuable or critical information to insure against inadvertent loss by Crocker Communications.

CONDITIONS OF USE (CLIENT Responsibilities): The CLIENT must bear certain responsibilities in order to continue using CROCKER services and facilities. Responsible CLIENTs are necessary if CROCKER is to provide reliable services. To protect the integrity of CROCKER computing facilities and the CLIENTs thereof against unauthorized or improper use of those facilities, CROCKER reserves the right, without notice, to: limit or restrict any individual's use, and to inspect, copy, remove or otherwise alter any data, file, or system resource which may undermine the authorized use of any computing facility. CROCKER also reserves the right periodically to check any system and any other rights necessary to protect its computing facilities. CROCKER disclaims responsibility for loss of data or interference with files resulting from its efforts to maintain the privacy and security of those computing facilities. As used herein and in the POLICY ON COMPUTING ETHICS AND ACCEPTABLE USE below, the term "computing facility" means, refers to and includes any and all forms of computer related equipment, tools and intellectual property, including computer systems, personal computers and computer networks and all forms of software, firmware, operating software and application software, which is owned by or is under CROCKER possession, custody or control.

POLICY ON COMPUTING ETHICS AND ACCEPTABLE USE:

SHARABLE RESOURCE: Thousands of users share the computing facilities of CROCKER. The resources of these facilities must be used responsibly by everyone, since misuse by even a few individuals has the potential to disrupt business or the work of others. To avoid performance problems and-or unnecessary expenses, CLIENTs must refrain from initiating activities that consume an unreasonable amount of system resources. You are required to exercise responsible, ethical behavior when using the computing facilities of CROCKER.



UNAUTHORIZED ACCESS: You must use only those computer resources which you have been individually authorized to use by CROCKER. The unauthorized use of computer resources, as well as the providing of false or misleading information for the purpose of obtaining access to computing facilities, is prohibited and may be regarded as a criminal act and treated accordingly by CROCKER. You must not use CROCKER computing facilities to gain unauthorized access to computing facilities of other institutions, organizations or individuals. You may not authorize anyone to use your computer accounts for any reason. You are responsible for all use of your accounts. You must take all reasonable precautions, including password maintenance and file protection measures, to prevent use of your account by unauthorized persons. You must not, for example, share your password or account access with anyone else. EXCEPTIONS to Section 4.2.1 - Household members may share one account, with the understanding that the person of record is solely responsible for the actions of any household members using the account, and is responsible for upholding the terms and conditions of this agreement. Business users may assign an “administrative” user who is responsible for upholding the terms and conditions of this agreement, and an “on-Line” user authorized to access the CROCKER systems. You must use your computer resources only for the purposes for which they were authorized. You must not use your computer resources for unlawful purposes, such as the installation of fraudulently or illegally obtained software. Nor may you conspire to transfer, upload or download software that is fraudulently or illegally obtained. This includes any software in your possession that you are not licensed to use. You must not access, alter, copy, transfer, move or remove information, proprietary software or other files (including programs, members of subroutine libraries, data and electronic mail) without prior authorization from the appropriate CROCKER data trustee, security officer or other responsible party. You must not copy, transfer, distribute, display or disclose third party proprietary software without prior authorization from the licensor. Proprietary software must not be installed on systems not properly licensed for its use.

RESELLING of SERVICES (Authorized USE): The services provided by Crocker Communications may not be sold, resold, transferred, or given free for any reason. All use of CROCKER facilities and systems as outlined in this agreement is based on a “single-user” “single account” policy. Household members may share one account.

HARASSMENT: You must not use any computing facility irresponsibly or needlessly affect the work of others. This includes transmitting or making accessible offensive, annoying or harassing material (as defined by the recipient); intentionally, recklessly or negligently damaging any system; intentionally damaging or violating the privacy of information not belonging to you; intentionally misusing system resources or allowing misuse of system resources by others. CROCKER will pursue allegations of inappropriate network activities with the utmost diligence. You are responsible for any violation of these guidelines by you, another user or any non-authorized business, entity, group, individual, organization, person or persons.



ACCEPTANCE: I hereby agree to the terms, conditions and policies outlined in this agreement, and further accept that these terms, conditions and policies are subject to change upon a fourteen (14) day notice to me by CROCKER. I agree to waive all rights and privileges to hold CROCKER and its respective Associates or Employees responsible for loss of data, files, business or revenues, that may occur as a result of using the network services provided by CROCKER. I further agree to hold harmless CROCKER from any and all damage arising from claims of any party or parties dependent upon my use of these service, or any consequential damages related thereto.

Signed

Date

ⁱ Revised May 2010 kd