

Policies and Terms of Service

ValleyComputer.net Internet Service Inc. (aka: Pacific ISP) and its Affiliates (VCNETIS) offer a number of Internet-related services.

It is contrary to our policy for any user of any of these services to take part in any of the following activities through a VCNETIS provided service:

1. To post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
2. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
3. To send unsolicited mass emailing to more than twenty-five (25) email users, causing such unsolicited emailing to provoke complaints from any of the recipients;
4. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a VCNETIS account or with a VCNETIS account as a mail drop for responses;
5. To use the valleycomputer.net domain name or the domain name of any VCNETIS affiliates to advertise any VCNETIS website or service via Unsolicited Commercial Bulk Email as defined above.

VCNETIS considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by VCNETIS's terms and conditions of service. Engaging in any of these practices will result in termination of the offender's account and/or access to VCNETIS services. In addition, VCNETIS reserves the right, where feasible, to implement technical mechanisms, which block multiple postings as described above before they are forwarded.

This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, VCNETIS's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and VCNETIS will respond as appropriate to these other activities as well.

Nothing contained in this policy shall be construed to limit VCNETIS's actions or remedies in any way with respect to any of the foregoing activities, and VCNETIS reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, **including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from use of VCNETIS services.**

In addition, VCNETIS reserves at all times all rights and remedies available to it with respect to such activities at law or in equity. By use of the Site, you agree to use the Site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions discussed below.

Site Guidelines

VCNETIS is not responsible for the content of any homepage, and the views expressed are the responsibility of the User and not VCNETIS. VCNETIS does not review Web pages in any way before they appear on the Site. VCNETIS reserves the right to remove any page from the Site at any time without notice.

VCNETIS provides space for Web Pages & Sites but makes no implied or express warranties about the reliability of these pages. VCNETIS is not responsible for any damage caused by loss of access to, or deletion or alteration of web pages; individual Users are responsible for monitoring and creating backups of their pages.

The following is a **non-exclusive** list of actions and content that is not permitted on the Site:

- i. Any use of copyrighted material without the express permission of the author or owner.
- ii. Pages that exploit the images of anyone under the age of 18.
- iii. Material that we deem to be grossly offensive, including clear expressions of bigotry, racism, or hatred.
- iv. Messages, web pages, or communications of any kind that promote illegal activity.
- v. Material that defames, abuses or threatens others.
- vi. Making available copyrighted software that has been "cracked" - i.e., the copyright protection has been removed from the software.
- vii. Making available serial numbers for software which can be used to illegally validate or register software;
- viii. Making available tools, which can be, used for no purpose other than for "cracking" software.

Indemnity

User agrees to indemnify VCNETIS and any third-party information providers against any and all claims and expenses, including attorneys' fees, arising from the User's use of the Site. This expressly includes: (i) User's responsibility for any and all liability arising from the violation or infringement of proprietary rights or copyrights and (ii) any libelous or unlawful material contained within User's Web Page or other portion of the Site.

Termination of Service

VCNETIS may terminate any and all information, communications, Postings, or Web Pages at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by VCNETIS elsewhere on the Site. VCNETIS may terminate and delete any and all information, communications, Postings, or Web Pages for online conduct that VCNETIS believes is harmful to other Users, the business of VCNETIS, or other third-party information providers.

Fees for unsolicited commercial e-mail

VCNETIS will apply the following charges to unsolicited commercial e-mail that passes through the Site.

1. For each Unsolicited Commercial E-Mail message received at the Site: \$500 per copy
2. For each Unsolicited Commercial E-Mail sent via the Site: \$100 per copy
3. Cleanup charge for service termination related to Unsolicited Commercial E-Mail: \$1000 per incident
4. Administrative charge for redirection of "remove me" or other "abuse" messages related to forged headers in Unsolicited Commercial E-Mail: \$100 per message
5. We will also charge for any legal fees or other costs we incur while dealing with the incident.