

Econotek Communications has established this Acceptable Use Policy ("AUP") pertaining to the use of its Internet access, web hosting and other services by customers. This AUP is intended to prevent customers from engaging in practices that are illegal or that impair the security and reliability of Econotek's or other parties' computer systems and networks. This AUP is not intended to be interpreted as or used as a substitute for the advice of legal counsel and each customer is advised to obtain its own legal advice with respect to legal matters related to the use of the Internet.

This AUP may be revised by Econotek from time-to-time to address new developments and issues that arise from innovations, enhancements and inventions that affect the use of the Internet at large and Econotek's network in particular. Any such revisions adopted by Econotek will be binding upon its customers.

1. Customers may use Econotek's network and services only for lawful purposes. The use of Econotek's network and services in violation of the laws, rules, regulations and ordinances of the United States, the State of New York, other applicable States and localities or applicable foreign jurisdictions is prohibited.
2. Customers may not use its Internet connections or Econotek's services to promote, offer or advocate any service or activity that can be reasonably construed as pornographic, that violates the right or privacy of any individual or entity, or that constitutes an illegal activity under any applicable law, regulation, ordinance, or order or decree of any court or government authority.
3. Customers are prohibited from:
 - Using Econotek's network and services to transmit any information that violates or infringes any copyright, trademark, patent, statutory, common law or proprietary right of any other person or entity;
 - Using Econotek's network and services to transmit any information that contains any libelous statement;
 - Circumventing or undermining the user authentication or security protocols of any host, network, or account or gaining unauthorized access to the computing systems or networks of other parties (referred to as "cracking" or "hacking");
 - Interfering with service to any user, host, or network (referred to as "denial of service attacks");
 - Knowingly transmitting any computer virus or other program that will have the effect of damaging or corrupting other Internet users' computer systems or networks;
 - Sending an unsolicited advertisement or electronic mail to an email address of an individual with whom such person lacks a pre-existing and ongoing business or personal relationship unless said individual provides express invitation or consent;
 - Sending unsolicited bulk mail messages ("junk mail" or "**spam**") of any kind (commercial advertising, political tracts and announcements);
 - Posting the same or similar messages to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam");

- Forging header information. Soliciting mail for any other address other than that of the customer, except with full consent of the owner of that address;
 - Forwarding or propagating chain letters or malicious email;
 - Engaging in any application or use of the customer's Internet connection that overloads Econotek's network;
 - Using IP multicast other than by means provided and coordinated by Econotek; or
 - Using Econotek's network and services to impersonate another person or entity or misrepresent itself as having authority to represent another person or entity, including but not limited to Econotek.
4. Customers may use their Econotek Internet connection to link into other networks worldwide, provided that in all such cases, the customer complies in all respects with the acceptable use policies of those networks.
 5. Customers are responsible for all uses of their Internet connection by other persons, whether or not such use or person was authorized by the customer. All matters set forth in this AUP that apply to customers shall also apply to all users of customers' Internet connection by their employees and other users.
 6. Econotek reserves the right to remove from its network any material or data that violates any provision of this AUP and to suspend or terminate, in its discretion, the use of its network and services by any customer that violates any provision of this AUP.
 7. The rules set forth in this AUP apply to any Internet-based distribution medium and any other application using the Internet (e.g. Usenet news, fax-like documents over the Internet).
 8. The rules set forth in this AUP apply even if a customer uses another site's server to relay its communications.