

## **Acceptable Use Policy**

### **1. What is this document?**

This is the Acceptable Use Policy (AUP) of Texoma Communications, LLC d/b/a TekWav (“TekWav”). This AUP is part of your Terms of Service. By ordering a service from TekWav or by using a service provided by us, you accept this policy and agree to follow the rules explained in it. This document is just as binding as the Terms of Service.

We may revise this policy at will. Changes are in force as soon as the revised document is published. “Published” means uploaded to our website. Any changes will apply instantly only to the portion of the Terms of Service contained in this document. 30 Days notice must still be given by TekWav for any changes to other parts of the Terms of Service not included in this document.

### **2. Definitions.**

“Customer,” “I,” “you,” “your”: means a person, a company, or legal entity who subscribes to a service provided by TekWav.

“User”: Also refers to a person, company, or legal entity who subscribes to a service provided by TekWav, but also includes someone who also uses the same service.

“Service”: Any service provided by TekWav.

“Equipment”: Means any computer, Internet, networking, wired, or wireless hardware or device provided by TekWav for use by a customer.

“TekWav, we, us”:

Texoma Communications, LLC d/b/a TekWav  
314 N. Walnut Street  
Sherman, Texas 75090

### **3. What is an Acceptable Use Policy (AUP)?**

The purpose of the AUP is to describe what kinds of behavior are acceptable while you are using the Internet Service Provider’s services—or rather, to describe what kinds of behavior are not acceptable, why this is so, and what will happen if you engage in them in violation of the AUP. Some of the rules are based on the law, and some on the Internet conventions that have developed in the last two or three decades.

### **4. What happens if you violate the AUP?**

If you use the Service in connection with or in furtherance of any violation of local, state or federal law, or otherwise in violation of the guidelines given here, we will take action. If you do something which is in our opinion blatantly illegal or directly harmful to life or property, we may immediately suspend or close your account and shut down your access to the Internet. We are required by law to report some kinds of behavior to law enforcement, including (but not limited to) child abuse and child



You need to avoid certain activities when using a service provided by TekWav:

Prohibited conduct shall include, but shall not be limited to: harassing anyone; violating anyone's privacy; attempting to use TekWav as a starting point for an activity that will intentionally hurt or annoy someone; participating in chain letters; harassing, threatening, or abusing TekWav's staff; excessive posting or otherwise abusing Usenet; sending bulk unsolicited emails (spam); using TekWav for any spam-related purpose; making available any software, script, product, or service that will violate this AUP (this includes, but is not limited to, programs for the distribution of spam); forging or falsifying any information, including (but not limited to) TCP/IP packet headers or any part of the header information in an e-mail message or Usenet posting; email "bombing" or flooding; any attempt to overload TekWav's, or any other, system; network-unfriendly activity or "hacking" that interferes with normal network operations; attempts to gain unauthorized access to ("hack into") TekWav's servers, or to access TekWav data, accounts, systems or networks, or to find security holes in an TekWav system, whether those attempts are electronic or otherwise; any activity which could damage, disable, overload or impair TekWav's services; intentionally leaving open SMTP ports so as to allow the sending of unsolicited email by a third party. That is, if you are running a mail server on an TekWav account, you may not leave it open for email relay. Please note that TekWav reserves the right to send announcements and other e-mail to its customers. That is not spam. You agree to receive such e-mail when you order a TekWav service.

#### **11. Unacceptable Data.**

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, TekWav has the sole discretion to determine whether the file or information in question is unacceptable. TekWav supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of e-mail, web pages, or other data. We do not exercise editorial control over the content of any web site, e-mail message, Usenet posting, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate TekWav's policies, or may subject us to liability. If you run your own web server, e-mail server, or any other kind of server, you are fully responsible for those servers and their content. Make sure you are aware of any laws regarding the material you are providing, including copyright laws. You should contact TekWav to talk about running your own server as it may violate the server-specific clause above.

Do not upload, e-mail, post or otherwise distribute data which is: unlawful or illegal under the laws of the United States or Texas; threatening; abusive; harassing; libelous; defamatory; obscene; deceptive; fraudulent; invasive of another's privacy; inaccurate, intended to victimize, harass, degrade, or intimidate a person or group on the basis of religion, gender, race, ethnicity, age, disability, or any other reason; intended for us in distributing unsolicited bulk mail, "hacking", or other proscribed activities.

#### **12. More Unacceptable Activities.**

If you shouldn't do it in "real life", you shouldn't do it on the Internet. Do not do any of these things when using the TekWav service: fraud, false advertising, unsolicited advertising, copyright violations, use of trademark or service mark to which you have no rights, trade secret violations, any intentional disruption of communication. You may not use TekWav to work around some other ISP's rules or to abuse another service. You may not use any part of the TekWav service to support an activity done elsewhere which violates this AUP. For instance, you can't link to a web site hosted at TekWav in unsolicited bulk e-mail even if you send it from another service.

**13. Valid Return E-Mail Address.**

All e-mails sent by you must have a valid return e-mail address.

**14. Moving of TekWav's Equipment.**

No equipment supplied by TekWav may be removed from its installed position unless you have permission of TekWav. All equipment remains the property of TekWav.

EXECUTED and EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**TEXOMA COMMUNICATIONS, LLC:**

**CUSTOMER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Texoma Communications, LLC

Address: \_\_\_\_\_

d/b/a TekWav

\_\_\_\_\_

314 N. Walnut Street

Phone: \_\_\_\_\_

Sherman, Texas 75090

E-Mail: \_\_\_\_\_