



## Tremolo Communications, powered by ECTC - Acceptable Use Policy Introduction

1. Tremolo Communications, powered by ECTC Acceptable Use Policy (“AUP”) is intended to help enhance the use of the Internet by preventing unacceptable use. All users (“Users”) of Tremolo Communications, powered by ECTC Internet services (the “Services”) as well as those who access some of our Services but do not have accounts (“Visitors”) must comply with this AUP.
2. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary Web sites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Tremolo Communications, powered by ECTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Tremolo Communications, powered by ECTC account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

## Violations of Tremolo Communications, powered by ECTC Acceptable Use Policy

1. The following constitute violations of Tremolo Communications, powered by ECTC Policy:
  - a. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under is prohibited.
  - b. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way is prohibited.
  - c. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.
  - d. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another is



- prohibited.
- e. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "phishing schemes", "pyramid schemes", "ponzi schemes", and "chain letters" is prohibited.
  - f. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam e-mail address collectors is allowed.
  - g. Unsolicited commercial email/ Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited.
  - h. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Tremolo Communications, powered by ECTC or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether the intrusion results in the corruption or loss of data is prohibited.
  - i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software is prohibited. Tremolo Communications, powered by ECTC is registered under the Digital Millennium Copyright Act of 1998.
  - j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.
  - k. Reselling the services. Reselling the Services without Tremolo Communications, powered by ECTC's authorization is prohibited.
  - l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use Tremolo Communications, powered by ECTC Services or the Internet is prohibited. This includes "denial of service" (DoS) attacks



against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the User's responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Tremolo Communications, powered by ECTC customers may be billed for charges Tremolo Communications, powered by ECTC incurs due to the customer causing any type of service outage or disruption. This includes outages or disruptions due to bandwidth violations, DoS violations, SPAM email violations and any other outage or disruption. This includes charges Tremolo Communications, powered by ECTC incurs from any third party that may be required to resolve any outage or disruption caused by any Tremolo Communications, powered by ECTC customer.

- m. News. Tremolo Communications, powered by ECTC Users should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off- topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic USENET netiquette before posting to a newsgroup.

#### Reporting Violations of Tremolo Communications, powered by ECTC AUP

1. Tremolo Communications, powered by ECTC requests that anyone who believes that there is a violation of this AUP direct the information to the Internet Manager, at: [abuse@tremolo.net](mailto:abuse@tremolo.net)
2. If available, please provide the following information:
  - a. The IP address used to commit the alleged violation
  - b. The date and time of the alleged violation, including the time zone or offset from GMT
  - c. Evidence of the alleged violation
  - d. E-mail with full header information provides all of the above, as do syslog files. Other situations will require different methods of



providing the above information.

3. Tremolo Communications, powered by ECTC may take corrective action in response to complaints including but not limited to one or more of the following:
  - a. suspend the User's newsgroup posting privileges
  - b. suspend the User's account
  - c. terminate the User's account
  - d. bill the User for administrative costs and/or reactivation charges
  - e. bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

#### Revisions to this Acceptable Use Policy

1. Tremolo Communications, powered by ECTC reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be effective thirty (30) days after Tremolo Communications, powered by ECTC posts notice to Users on its web site.