

Acceptable Use Policy

This Acceptable Use Policy ("AUP") sets forth the specific actions that are prohibited by EvCo Hi Speed LLC, a Colorado limited liability company ("EvCo Hi Speed"), and applies to all users ("EvCo Hi Speed Subscriber") of EvCo Hi Speed broadband internet services ("Services"). Use of the Services constitutes acceptance of and agreement to abide by all of the policies set forth in this AUP, as amended, revised or modified from time to time, and which are in addition to and supplement the Terms and Conditions in effect from time to time and should be read in conjunction with the Terms and Conditions. Violations of this AUP may result in immediate suspension and/or termination of the Services. EvCo Hi Speed has no ability to monitor the integrity, accuracy or quality of the information transmitted via the Services, and, therefore, EvCo Hi Speed assumes no liability to its Subscribers or to any third parties for the content of such information.

Prohibited Activities

As a EvCo Hi Speed Subscriber, you hereby agree that you will not use the Services for illegal purposes or to further illegal activities. As clarification and not limitation of the foregoing, you agree that you will not upload, download, post, distribute or facilitate the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that you access through the Services that:

- constitutes an unauthorized reproduction of copyrighted or other protected materials;
- violates U.S. export control laws; or
- is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, and invasive of another's privacy

You further agree that you will not engage nor make any attempt:

1. to probe hosts or networks without the explicit authorization of the administration of those systems;
2. to circumvent user authentication or security of any host, network, or account on this Internet Access Service systems or the Internet at large ("cracking");
3. to breach the security of a host, network component, or authentication system without the explicit permission of the administration of those systems;
4. to monitor data on any network or system without the explicit authorization of the administration of that system or network;
5. to interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device, or network component;
6. to originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device;

7. to forge data with the intent to misrepresent the origination user or source;
8. to send unsolicited, mass electronic mail messages to one or more recipients or systems (known as 'Spamming'). Any electronic messages, which are sent in an unsolicited manner to 10 or more recipients, or any series of unsolicited electronic messages to a single user;
9. to forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the Services ('Spoofing');
10. to use another Internet user's electronic mail server to relay electronic mail without the explicit permission from that third party ('E-mail Relay');
11. to conceal, forge or otherwise falsify your identity in connection to any EvCo Hi Speed Services, or present a false identity to EvCo Hi Speed when signing up for any EvCo Hi Speed Services;
12. to use the Service systems (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, throughput or other system resources so as to interfere with others' normal use of services on this Internet Access Service or other systems and networks ("denial of service" attack);
13. to cross-post the same or similar messages to two or more USENET newsgroups or to post messages which are off-topic to the particular newsgroup. All postings to USENET newsgroups by Subscribers must comply with that newsgroups' charter and other policies;
14. to publish someone's real-world data (such as phone number, address, social security number, etc.) in such a way as to cause the person trouble or to incite others to do so; or
15. to cause an Internet host to become unable to effectively service requests from other hosts, to analyze or penetrating an Internet host's security mechanisms and/or to forge any part of the TCP/IP packet headers in any way.

Interpretation

The terms and provisions of this AUP are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited. We reserve the right at all times, with or without notice, to prohibit activities that damage our commercial reputation and goodwill or that affect the quality of our services or our ability to provide services.

Response to Prohibited Activities

Violations of this AUP may result in a demand for immediate removal of offending

material, immediate temporary or permanent filtering, blocked access, suspension or termination of service (in whole or in part), or other action appropriate to the violation, as determined by EvCo Hi Speed, in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. EvCo Hi Speed may involve, and will cooperate with, law enforcement if criminal activity or threatened criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this AUP. You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to your violation of this AUP, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorney's fees or other costs or damages incurred by us.

Reports of Abuse

- Any party seeking to report any violations of this AUP may contact EvCo Hi Speed via e-mail **abuse@evcohs.com**. When possible, please include details that will help us to investigate and resolve the complaint.
- When reporting email or Usenet abuse, include a FULL copy of the message, including headers. This information is required in order for any action to be taken.
- When reporting other types of abuse, include details such as log files documenting the incident. We cannot act on your word alone; we must have documented proof of an incident.
- Send your report in email to abuse@evcohs.com. Due to the number of reports submitted pertaining to a single abuse incident, it is not always possible for us to respond to each and every report.
- NOTE: The action taken on abuse reports will be at the sole discretion of EvCo Hi Speed. Our intent is NOT to be "The Net Police," but to simply do our part to insure quality access and use of the Internet to all of our customers and to the Internet community at large.

Modification

AUP May Be Modified at Any Time. EvCo Hi Speed reserves the right to modify, revise or amend any provision of this AUP at any time, without notice. Revisions will be effective when posted to the EvCo Hi Speed public website or otherwise distributed generally to EvCo Hi Speed customers