

# Acceptable Use Policy

By using our website and/or services you agree to comply with all of the terms and conditions stated below.

PCS-WIN/Howard Enterprises, Inc (hereafter referred to as RCWIFI) does support the free flow of information and ideas over the Internet. RCWIFI does not monitor nor does it exercise editorial control over the content of any website, electronic mail transmissions, mailing list, news groups, or ANY other material created or ANY material accessible over its services provided. However, RCWIFI reserves the right to remove any materials that in RCWIFI's sole discretion, are potentially illegal, may subject RCWIFI to liability, or violate this Acceptable Use Policy. RCWIFI also reserves the right to limit certain protocols to tolerable bandwidth limits. Your violating this policy may result in suspension or cancellation of all services rendered from RCWIFI.

RCWIFI reserves the right to change any and/or all terms and conditions without any prior notice.

## **The following are violations of our terms of service:**

1. Using RCWIFI services for illegal activities or purposes. In accordance to our terms of use agreement reserves the right to assist in and with legal authorities in the investigations of suspected crimes committed while using RCWIFI services. These investigations may/may not be in dealing with the injured third parties. Activities that are illegal and prohibited include, but are not limited to:
  - Unauthorized copying of copyrighted material including but not limited to: digitalization and distribution of photographs from magazines, books, or any other copyrighted material or sources including music, videos, and software.
  - Posting or emailing of scams or "get rich quick" schemes, pyramid type or chain letters, subscribing others to a mailing list without their prior consent or knowledge or approval.
  - Threatening of bodily harm or the threat of property damage to groups or individuals.
  - Making or taking part in fraudulent offers or products, items or services originating from your account.
  - Attempting to access accounts of anyone other than your own, attempting to penetrate ("hacking") security measures of RCWIFI, whether or not the intrusion results in data corruption or loss.
  - The unauthorized use of a persons name or likeness
2. Harassing others by "mail-bombs". Mail bombing is here defined as the sending of more than 10 like messages to the same address or by the sending of more than 10 MB of data to a newsgroup.
  - The sending of unsolicited email messages where the recipient objects to the content of the material sent.

- No spamming is allowed. Anyone sending mass mailed messages to more than 30 recipients will be considered spammers and will lose all rights to the services offered here and be subjected to a fine.
  - Spamming is defined as sending unwanted, unsolicited email to those who have not requested or invited the message
  - In cases of willful violations of this provision, the offender agrees to pay RCWIFI \$200.00 for every day the violations occur over and above any fines and damages incurred to RCWIFI. The Offender(s) also agree to pay any and all legal costs or fees involved with the apprehension and investigations of such activities.
  - No repetitive, persistent or consistent "pinging" on any scheduled or fixed rate of time. If this service is required or needed - inquire at wireless@onlyinternet.net
3. The services sold & provided by RCWIFI are designed and sold as "personal" and/or "inner" Company internet connections.
- You may NOT use residential services for ANY commercial purposes.
  - You may NOT run a server of ANY kind without a written agreement from RCWIFI. Examples include but are not limited to: mail, ftp, http, irc, dhcp and interactive multi-user forums
  - NO RESELLING or SHARING of internet connectivity. Anyone that is caught reselling or sharing their connection will be formally charged on all accounts and prosecuted to the fullest extent provided by law.
4. BANDWIDTH USAGE:
- "Always On" or Unlimited Access” means the ability to achieve service to the web in an unlimited and always available connection. **In no way or implication does RCWIFI guarantee or offer to deliver for the residential or Basic business connections an unlimited amount of data transfer for a basic monthly price.** Bandwidth is metered as are gasoline, electricity, or water - and therefore should be conserved as such.
  - All basic residential and basic business users must ensure that their activities do not restrict, inhibit, or degrade any other client of RCWIFI, nor burden the network of RCWIFI. This is a call at our sole discretion.
  - Acceptable Bandwidth Usage: **Basic Residential & Basic Business**
    1. The transfer of data in the amount of 20 (Twenty) Gigabytes per month. (This limit includes both the upload and download total)
    2. Anyone exceeding the limit will (can) be charged \$2.50 per Gigabyte or any portion over a Gigabyte.
    3. Please see the examples below of what "a" Gigabyte of data is comparable to.
  - Acceptable Bandwidth Usage: **Power Residential**
    1. The transfer of data in the amount of 50 (Fifty) Gigabytes per month. (This limit includes both the upload and download total)
    2. Anyone exceeding the limit will (can) be charged \$2.50 per Gigabyte or any portion over a Gigabyte.
    3. Please see the examples below of what "a" Gigabyte of data is comparable to.
  - Consistent and persistent running over of the allotted bandwidth will result in your being billed for that extra portion of "over the limit" bandwidth.

- Examples: One (1) Gigabyte of data is equal to-
  1. Approximately 200 songs downloaded in the Mp3 format (Remember that downloading of copyrighted material is ILLEGAL and is punishable by law in all 50 States by fines and/or imprisonment.)
    - Most car/home CD players support the Mp3 file format and you have an option in which file format to save them in.
    - If your CD player doesn't play Mp3 formatted cd's then download a free file converter and as you burn your CD from your hard drive convert them over to the .cda file format - it is a free download (Microsoft Media player 9.x)
    - Download all your music in Mp3 file format
  2. General Surfing of the web for 19 hours a day for 30 days
  3. 1.5 CD's of music downloaded in the .cda format (approx 30 songs!)
  4. Continual and constant Downloading at full pipe (512K) for approx 5 hours.
  5. One (1) video (movie) in DVD format is 4.7 Gigabytes!
- We are here to supply ALL your bandwidth needs and no demand is too much.
- This rule is not to stop or penalize bandwidth users, but to alert those users that download/upload large amounts of files, to expect to receive a bill and pay for what they have consumed on a SOHO or Residential install plan.
- Note: Bearshare, KaZaA, LimeWire, and other peer to peer music sharing organizations will drain your bandwidth allotment for the month in a single day. These organizations will continue to upload from your hard drive 24/7 if you leave your computer running thus consuming multiple GigaBytes that you will be charged for. **14 (FOURTEEN) Gigabytes is not an uncommon music download/upload usage when left unattended and unsupervised - - BEWARE**
- 5. Engaging in any of the above activities can result in the immediate termination of all services of RCWIFI. Failure of RCWIFI to enforce the bandwidth policy, shall not be construed to be a waiver of its rights to enforce the policy at any time.
- 6. PAYMENTS - All accounts are due 15 days after invoice date of each month. All accounts not paid in full on the 15th are considered "overdue" and service may be suspended. There will be a \$15.00 reconnect fee if your service is suspended due to non-payment or late payment.
  - All checks returned due to "insufficient" funds will be charged \$25.00 and services suspended if not taken care of by the 10th of the month. These checks will be turned over to the District Attorneys office for collection in the respective Parish. All costs related to the collection of "insufficient funds" check will be charged back to the check writer.
- 7. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will be in full force and effect.