



ACCEPTABLE USE POLICY

Introduction

Sytek Internet Acceptable Use Policy is to protect Sytek, its subscribers and the internet community in general from irresponsible or, in some cases, illegal activities. All Sytek subscribers must adhere to these guidelines. Sytek hopes and expects that common sense and good judgment will guide our subscriber's internet activities.

General Policy

All information traversing the Sytek internet backbone and its associated networks are unrestricted unless listed as unacceptable under this policy

It is the policy of Sytek internet to provide its subscribers, electronic access to the broadest possible number of organizations connected to the internet. Sytek accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the Sytek internet backbone and its associated networks and traverses to numerous other networks to which our network is directly or indirectly connected, must conform to the acceptable use policies governing those other networks.

I recognize that Sytek can offer no guarantee of warranty neither on the performance of its network and Internet connection, nor on the performance of gateway connections to other networks. I agree to hold Sytek and their Officers, Directors, and Agents harmless from any liability arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of or lack of availability of Sytek and their facilities.

Modem Usage (Dial-up Customers Only)

Sytek dial up internet accounts are for attended un-metered interactive usage. Sytek dial up internet accounts are for periodic, active use of e-mail, newsgroups, file transfers, actively using the connection for the above purposes up to a maximum of 325 hours of use monthly. Subscribers may not use the services on a standby or inactive basis in order to maintain a connection. Sytek expressly prohibits automatically sending packets

(pinging) and does not consider this as attended usage. Sytek will terminate such connections and repeated violations of this policy will result in cancellation of the user's Sytek internet account. Accordingly, Sytek maintains the right to terminate any member's connection following any extended period of inactivity as determined by Sytek.

Sytek dial up internet subscribers may not have more than one computer actively connected to a given internet dial-up account at the same time. To maintain availability to all our subscribers, we maintain an acceptable user/modem ratio; thus, all users effectively must share a modem with other users. For this reason, Sytek automatically terminates inactive sessions after 20 minutes of idle time. If you are connected for an extended period of time (4 or more hours) your connection may be terminated to free up resources for other users this is dependent upon current system load during high demand periods. Continuous connections over an extended time, as determined by Sytek, prevent other users from accessing their accounts. Therefore, Sytek does not permit unattended connections over extended periods.

Sytek provides unlimited access to the internet subject to the 325 hours per month usage restriction referenced above.

These internet services are not for resale without prior arrangement and written permission from Sytek.

Privacy Policy

It is the responsibility of the subscriber or associated organization to:

- Use the service in a manner that is consistent with ethical practice and accepted community standards.
- Respect the privacy of other subscribers and not to seek information pertaining to other subscribers without their explicit permission. This includes but is not limited to personal data, passwords, access to confidential files, or modification of files belonging to other subscribers.

Unacceptable Use Policy

It is not acceptable to use Sytek internet services for facilities for any of the following purposes:

- To violate any applicable laws or regulations.
- To disseminate messages or files whose content would likely be highly offensive to the recipient(s).
- To make unauthorized entry into any computer systems, information storage, or communication devices or resources.
- To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment.
- To make distributions of unsolicited bulk E-mail/SPAM.
- To cause disruption of our services or any other entities service by any means.
- To operate your own e-mail, web, FTP, gaming server, or other file transfer services or resale of such services without express written permission from Sytek.

Reasonable Use Policy

To ensure that all subscribers have fair access to the Internet, we've assigned a download/upload threshold for each service plan that limits the amount of data that may be downloaded/uploaded. Special network management software allows us to track the monthly utilization of the bandwidth of each subscriber.

The download/upload threshold for each service plan is well above typical usage rates based on our analysis of subscriber usage data. Subscribers who exceed that threshold may experience reduced download/upload speeds until the beginning of the next monthly cycle. During this recovery period, service may still be used, but download/upload speeds will be slower. Subscribers will return to normal download/upload speeds at the beginning of the new monthly cycle and can maintain faster speeds as long as they minimize their bandwidth-intensive activities.

If a customer continues to exceed usage thresholds, a power package may be purchased. The thresholds are as follows:

Package	Usage
3MB	20 Gig

5MB	25 Gig
10MB	30 Gig
20MB	50 Gig

Email Policy

In addition to the e-mail terms of use stated in the section titled Unacceptable Use Policy, the following rules and conditions also apply:

- Check and remove your e-mail from the server on a regular basis, at least once a week.
- We reserve the right to delete any e-mail from the server at any time but will generally only do so if the e-mail is more than two months old.
- We reserve the right to filter all incoming or outgoing email for potentially destructive contents.
- Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the internet) would normally have access to e-mail messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the message must decrypt the message using an agreed upon method.
- Do not consider internet e-mail to be 100% reliable. While there are many safeguards built into the system, the internet is not at all infallible. If you must know that a message got through, request the recipient of your message to reply to you immediately confirming that they received your message.

If any of the conditions stated in this e-mail policy are contrary to your needs, please contact us for additional information or to make further arrangements.

Copyright Policy

It is the subscriber's responsibility to respect the legal protection provided by copyright and license to programs, data, and other information accessible through our Internet services.

Internet Cancellation Policy

If you are planning to cancel your internet service, please notify the billing office by the 4th of the month so you will not be billed. Any cancellations

requested after the 4th of any month will remain active until the last day of that month or be billed on an hourly basis.

**Disconnects for non payment will still be done on the 15th of the month.

Temporary Disconnects

Customers who choose to temporarily disconnect their service will be charged the equipment lease fee while the service is disconnected. There will be a \$20 reconnect fee for dial up internet and \$25 reconnect fee for telephone and high speed internet.

We reserve the right to monitor the system.

User Responsibilities:

- All subscribers of Sytek internet services are responsible for publicizing this Acceptable Use Policy at their locations.
- All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by Sytek internet services.
- The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
- All users are responsible for keeping up to date with the Acceptable Use Policy.
- All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
- Users are responsible for maintaining their own Virus Protection. Viruses are a very real and dangerous threat and it is a necessity for internet user to have some form of anti-virus protection. It is the customer's responsibility to keep their virus protection up to-date and the customer is responsible for any damage caused by a virus. Sytek is not responsible for any damages that occur to a customers system due to virus contamination.
- Users of high speed internet connections such as DSL or Fiber are responsible for their own computer system(s) security. Sytek does not provide firewall protection for any of its customers. It is the

responsibility of the customer to install the proper firewall protection on their systems(s) in order to protect themselves from potential security breaches (i.e. hackers). Because high speed internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising your computer system(s) is much greater. In no way shall Sytek be liable to you for any damages of any kind as you assume all inherent risk and full responsibility for the security of your computer system(s). Sytek strongly recommends that you install and properly configure a firewall to meet the security needs of your computer system(s).

Enforcement

The Sytek Board of Directors or its designee will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services, and forfeiture of all fees paid.

Sytek will report evidence of illegal activities to the appropriate law enforcement authorities.

Policy Modifications

Sytek reserves the right to modify this policy at any time. Subscribers will receive prompt notification of all changes.

Information

You may address any questions related to this Acceptable Use Policy to:

Sytek
P.O. Box 277
Upsala, MN 56384
E-mail: info@sytekcom.com