



## **Residential Internet Acceptable Use Policy**

Customer understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice.

### **General**

Our customers may not use our network, machines, or services in any manner which:

- Violates any applicable law, regulation, treaty, or tariff.
- Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
- Infringes on the intellectual property rights of others.

Prohibited activity includes but is not limited to unauthorized use (or attempted unauthorized use) of any machines or networks, denial of service attacks, falsifying header information or user identification information, monitoring or scanning the networks of others without permission, sending unsolicited bulk email, maintaining an open mail relay, collecting email addresses from the Internet for the purpose of sending unsolicited bulk email or to provide collected addresses to others for that purpose, and transmitting or receiving copyright infringing or obscene material. Repeated copyright infringements are grounds for termination of service.

### **Dialup Connections**

Customers may not run programs or configure machines in such a way as to keep a dialup connection active when not in use or otherwise bypass automatic disconnection for inactivity. Our users may not have multiple simultaneous connections with a single dialup account. We reserve the right to impose restrictions on or terminate accounts deemed to be in violation of these conditions.

### **High Speed Internet Access Service**

Customers may not resell High Speed Internet Access Service ("Service") without a legal and written agency agreement with Frontier. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e. wi-fi or other methods of networking). Customers may not use the Service to host any type of commercial server. Customers must comply with all Frontier network, bandwidth, data storage and usage guidelines. Frontier, at its sole discretion, may suspend, terminate or apply additional charges to the Service if Service usage by the Customer is determined, by the Company, to be excessive or abusive in any manner.



## **Remote Access**

Although Frontier encourages its customers to use Remote Access Dialup when traveling, Frontier may suspend or terminate service if such usage exceeds a reasonable amount of usage that would normally be expected from a person occasionally traveling away from home. Remote Access Dialup usage is defined as Internet data calls to local access numbers beyond Frontier's local exchange telephone company territory.

## **Commercial Use Prohibited**

Frontier's residential Internet access services are provided for residential usage only. Commercial or business use of residential services is prohibited. In the event of such usage Frontier at its option may suspend or terminate service or may move the customer to a commercial Internet access service, in which case higher charges may apply.

## **Email**

Sending unsolicited bulk email is prohibited. Sending unsolicited bulk email from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation, email, Web, FTP, and DNS services, is prohibited and is grounds for termination of those services to customers or users who engage in the practice. Users who send unsolicited bulk email from our accounts will be charged the cost of labor to respond to complaints, with a minimum charge of \$200. Customers or users who send bulk email to "opt-in" lists must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited email. Continuing to send someone email after being asked to stop is considered harassment and is prohibited. Using email to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited. Sending email with falsified header information is prohibited. Chain letters, pyramid schemes, and hoaxes are prohibited.

## **Email Address Harvesting**

Customers and users may not use programs to harvest email addresses from the Internet for the purpose of sending unsolicited email or selling the addresses to others for that purpose. Usenet newsgroups We place no content restrictions on newsgroup postings by its users except that (a) no illegal content, including pyramid/Ponzi schemes, is permitted and (b) all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole.



Posting 20 or more copies of the same article in a 45-day period ("spamming") or continued posting of off-topic articles after being warned is prohibited. Users who engage in spamming using our accounts will be charged the cost of labor to issue cancellations and respond to complaints, with a minimum charge of \$200. Users who engage in spamming from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation email, web, FTP, and DNS services, is prohibited and is grounds for termination of those services to those users.

Excessive crossposting (Breadbart Index of 20 or greater in a 45-day period) is prohibited. The Breadbart Index (BI) is calculated by taking the sum of the square roots of the number of newsgroups each copy of an article is crossposted to. If two articles are posted, one crossposted to 9 newsgroups and the other crossposted to 16 newsgroups, the  $BI = \sqrt{9} + \sqrt{16} = 3 + 4 = 7$ . Crossposting articles to newsgroups where they are off-topic is prohibited; a good rule of thumb is that if you are crossposting to more than five newsgroups, it's likely to be off-topic on at least one of them. Commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups.

Posting articles with falsified header information is prohibited. "Munging" header information to foil email address harvesting by "spammers" is acceptable provided that a reasonable means of replying to the message originator is given. Use of anonymous remailers is acceptable, so long as the use is not otherwise a violation of this policy. Users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator. Users are urged to familiarize yourself with the workings of Usenet by reading [FAQs regarding Usenet](#) before becoming active participants.

### **The World Wide Web and FTP**

The web space and public FTP space included with a dialup or DSL account may not be resold or used for adult-oriented material. We reserve the right to require that sites using such Web or FTP space which receive high amounts of traffic be moved to other servers. Web pages and FTP files may not contain any material, text, or images, whether hosted on our servers or "transcluded" (images from another site displayed on the page) which violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others. Web pages and FTP files may not contain links that initiate downloads of copyright-infringing or other illegal material. Those who believe users of our services are infringing their copyrights must submit their complaints in writing to our Designated Agent to Receive Notifications of Claimed Infringement,



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### **Servers, Proxies, and Networks**

Users may not run any program which makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Users may not run such programs on their own machines to make such services or resources available to others through one of our dialup or DSL accounts; a dedicated access account is required for such purposes. Customers are responsible for the security of their own networks and machines. We will assume neither responsibility nor accountability for failures or breach of customer-imposed protective measures, whether implied or actual. Abuse that occurs as a result of a compromised customer's system or account may result in suspension of services or account access.

### **Storing Files**

The storage of any program, utility or file on our servers the use of which would constitute a violation of this policy is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on our servers. Frontier Communications reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

### **System Notifications**

In the event of system upgrades, Frontier may need to contact you via email with additional information and instructions. You are responsible for any follow-up actions defined within the email notification. If the instructions are unclear, please contact the Internet Help Desk at 1.800.584.3384. We will only distribute system notifications via email when absolutely necessary. Customers may not optout of Email System Notifications at this time. In order to protect the integrity and security of the network in an emergency, Frontier reserves the right to implement network changes without prior notification.

### **CHILD PORNOGRAPHY PROHIBITED**

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to [abuse-child@frontier.com](mailto:abuse-child@frontier.com). If circumstances indicate that child pornography is apparent, Frontier will report the circumstances to appropriate



authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. Frontier may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

### **Termination of Service**

Frontier reserves the right to discontinue service at any time, for any reason, without prior notification. Customers may terminate their account by contacting Frontier by telephone. No email cancellations will be accepted.

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