Sherwood Broadband: Acceptable Use Policy	**Sherw∞d** B R O A D B A N D

This Sherwood Broadband (SBB) Acceptable Use Policy (the "Policy") for SBB's Products and Services is designed to help protect SBB, SBB's customers and the community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by SBB. SBB reserves the right to modify the Policy at any time.

**PROHIBITED USES OF SBB'S
SYSTEMS, PRODUCTS AND SERVICES**

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e.g., "e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political materials. It also includes posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). SBB accounts or services may not be used to collect replies to messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Maintaining, or sending e-mail to, "opt-in targeted marketing lists" if Customer cannot demonstrate, to SBB's satisfaction, that the member(s) of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s).
4. Unauthorized use, falsification or forging, of mail header information (e.g., "spoofing").
5. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
6. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
7. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any SBB customers or end-users by any means or device.
8. Knowingly engaging in any activities that will cause a denial of service (e.g., synchronized number sequence attacks) to any SBB customers or end users whether on the SBB network or on another provider's network.
9. Using SBB's Products and Services to interfere with the use of the SBB network by other customers or authorized users.
10. Intentionally transferring viruses, worms, Trojan horses or other harmful components.
11. Posting commercial advertisements if the target forum is not specifically chartered for public advertisement.
12. Engaging in any other activity that causes harm to the SBB network or its users, as determined by SBB.

Each SBB customer is responsible for the activities of its customer base, representatives and end users and, by accepting service from SBB, is agreeing to ensure that its customers, representatives and end-users abide by this Policy. If violations of the SBB Acceptable Use Policy occur, SBB reserves the right to terminate services or take action to stop the offending customer from violating SBB's Policy as SBB deems appropriate, without notice.

Terms of Service

To ensure that all SBB users experience reliable service, SBB requires customers to adhere to the following terms and conditions:

- SBB strictly prohibits the reselling of bandwidth by any of its customers except as specifically authorized in writing.

- An SBB customer may provide bandwidth directly to its own customers, representatives, and end users. It is the responsibility of the SBB customer to ensure that its customers, representatives, and end users do not resell bandwidth obtained from or through SBB.
- Bandwidth use will be measured by monitoring the internet traffic that is generated by the SBB customer and which leaves the SBB network, as well as traffic that enters the SBB network destined for the SBB customer. Should an SBB customer exceed the maximum sustained downstream and/or upstream bandwidth specified in an applicable Service Order, the customer may experience loss of data, for which SBB will not be responsible. Additionally, SBB may require the customer to upgrade to a service level which matches the customer's usage.

Customers must conform to this Acceptable Use Policy, Federal Communications Commission rules, and all other applicable Federal, State and local laws, rules, regulations and policies. In the event SBB determines that any customer is acting in violation of this Policy, FCC regulations or State or Local law, service may be terminated immediately and without notice.

Your cooperation ensures that SBB users of all levels of service will experience reliable service.