

ACCEPTABLE USE POLICY

MIDWEST CONNECTIONS, INC.

This Acceptable Use Policy (the “**Policy**”, “**AUP**”) document, including the following list of Prohibited Activities, is an integral part of your subscriber agreement with Midwest Connections, Inc. (“**Midwest Connections**”). If you engage in any of the activities prohibited by this AUP document Midwest Connections may suspend or terminate your account.

Midwest Connections AUP for Midwest Connections’ services is designed to help protect Midwest Connections, Midwest Connections’ customers and the internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Midwest Connections. Midwest Connections reserves the right to modify the Policy at any time, effective upon posting at <http://www.midwest-connections.com/aup>.

Prohibited Uses of Midwest Connection’s Systems 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 Bulk Email (“**UBE**”, “**spam**”). The sending of any form of UBE through Midwest Connections’ servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or resource hosted on Midwest Connections’ servers, is prohibited. Midwest Connections’ accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Midwest Connections’ customers must be Closed-loop (“**Confirmed Opt-in**”). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from third parties for mailing to/from any Midwest Connections hosted domain, or referencing any Midwest Connections account, is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send UBE, initiation of pinging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., “cracking”).
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Midwest Connections’ customers or end-users by any means or device.

9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g. synchronized number sequence attacks) to any other user whether on the Midwest Connections network or on another provider's network.

10. Using Midwest Connections' services to interfere with the use of the Midwest Connections network by other customers or authorized users.

Each Midwest Connections customer is responsible for the activities of its users and, by accepting service from Midwest Connections, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of a Midwest Connections customer will be forwarded to the Midwest Connections customer's postmaster for action. If violations of the Midwest Connections AUP occur, Midwest Connections reserves the right to terminate services with or take action to stop the offending customer from violating Midwest Connections AUP as Midwest Connections deems appropriate, without notice.