



9379 Technology Drive
Rogers, Arkansas 72756
Voice: 479-636-8909
Toll Free: 800-833-3353
Fax: 479-636-8997
Web: www.ftionline.com

Acceptable Use Policy

Introduction

Foundation Telecommunications, Inc. and its local affiliates and/or distribution partners (collectively "Foundation Telecommunications, Inc.") are pleased that you have chosen Foundation Telecommunications, Inc. High Speed Internet service (the "Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Foundation Telecommunications, Inc. account. This AUP should be read in conjunction with our Internet Subscriber Agreement, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE FOUNDATION TELECOMMUNICATIONS, INC. CUSTOMER SERVICE DEPARTMENT OR YOUR LOCAL CABLE OPERATOR SO THAT YOUR ACCOUNT MAY BE CLOSED.

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1. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:
 - Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
 - Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
 - Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
 - Post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, defamatory, incites hatred, or is otherwise offensive or objectionable.
 - Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
 - Collect or store personal data about other users.
 - Use an IP address not assigned to you.
 - Violate any other Foundation Telecommunications, Inc. policy or guideline.
 - Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.
2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Foundation Telecommunications, Inc. assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
4. **User Content.** You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Foundation Telecommunications, Inc. reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in Foundation Telecommunications, Inc.'s sole discretion, deems to be offensive, indecent, or otherwise objectionable.
5. **Commercial Use.** The Service is designed for personal use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the residential Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation, or similar facilities intended to provide additional access.

6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Foundation Telecommunications, Inc.
7. **Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.
8. **Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.
9. **Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Foundation Telecommunications, Inc. recommends that you take appropriate security precautions for any systems connected to the Service.
10. **Disruption of Service.** You may not disrupt the Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.
11. **Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.
12. **Electronic Mail.** You may not use the Service to send unsolicited bulk or commercial e-mail messages ("spam"). Any unsolicited e-mail must also not direct the recipient to any web site or other resource that uses the Service. The Service may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violates this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Foundation Telecommunications, Inc., Foundation Telecommunications, Inc. or any portion of the Foundation Telecommunications, Inc. network (e.g. by including "Organization: Foundation Telecommunications, Inc." in the header or by listing an IP address that belongs to the Foundation Telecommunications, Inc. network) in any unsolicited email even if that email is not sent through the Foundation Telecommunications, Inc. network. Further, forging, altering or removing electronic mail headers is prohibited.

13. Bandwidth, Data Storage and Other Limitations. Foundation Telecommunications, Inc. offers multiple packages of Service with varying speeds and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage and other limitations of service that correspond with the package of Service you selected. If you reside in an area that offers Foundation Telecommunications, Inc.'s standard Service, this level of Service equates to Foundation Telecommunications, Inc.'s Preferred Service as detailed in the limitations of service. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Foundation Telecommunications, Inc.) an unusually large burden on the network itself. In addition, you must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Foundation Telecommunications, Inc.'s ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Foundation Telecommunications, Inc. may terminate, suspend, or require you to upgrade the Service and pay additional fees if Foundation Telecommunications, Inc., in its sole discretion, determines that that you are using excessive bandwidth.

14. Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Our news software will automatically cancel any messages posted to nine or more newsgroups.

Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Foundation Telecommunications, Inc. reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

The Usenet news service included with a Service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Outlook Express News. Non-interactive clients that download Usenet articles in bulk are prohibited.

15. **Conflict.** In the event of a conflict between the Subscriber Agreement and this Policy, the terms of the Subscriber Agreement will prevail.
16. **How to Contact Foundation Telecommunications, Inc.** For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Foundation Telecommunications, Inc. at one of the following:

E-mail: admin@ftionline.com

Phone: 800-833-3353

U.S. Mail: 9379 Technology Drive, Rogers, AR 72756