

Intercom Online's Acceptable Use Policy (AUP)

As an Internet service provider ("ISP"), Intercom offers its clients the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Intercom also wants its clients to be fully informed of their rights and obligations -- and those of Intercom -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of each client's services agreement -- the Terms and Conditions of Service ("Agreement"), is intended as an explanatory guide to those rights and obligations.

The fundamental fact about the Internet is that no one -- neither Intercom, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When clients obtain information through the Internet, they must keep in mind that Intercom cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that clients may acquire. For this reason, the client must exercise his or her best judgment in relying on information obtained from the Internet, and should also be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Intercom cannot and will not monitor and censor the Internet, Intercom cannot accept any responsibility for injury to its clients that results from inaccurate, unsuitable or offensive Internet communications.

When clients disseminate information through the Internet, they must also keep in mind that Intercom does not review, edit, censor or take responsibility for any information its clients may create. This places on clients what will be, for most, an unknown responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Intercom facilities and may reach a large number of people, including both clients and non-clients [third parties] of Intercom, clients' postings to the Internet may affect other users and may harm Intercom's goodwill, business reputation and operations. For these reasons, clients violate Intercom policy and the Agreement when they, their affiliates or subsidiaries engage in the following activities:

Spamming -- Unsolicited, commercial mass e-mailing (known as "spamming") is a strongly disfavored practice among Internet users and Internet service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Intercom, but also because it can overload Intercom's equipment and disrupt service to Intercom clients.

Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve the ISP in litigation and possible loss of reputation.

Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.

Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and/or criminal liability under federal and state law.

Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

Other Activities, whether lawful or unlawful, that Intercom determines to be harmful to its clients, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests solely with the client. Intercom will not, as an ordinary practice, monitor the communications of its clients to ensure that they comply with Intercom policy or applicable law. When Intercom becomes aware of harmful communications, however, it may take any of a variety of actions. Intercom may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including suspension of services to the client, termination of a client's contract with Intercom, filing suit against the client breach of contract and for engaging in practices contrary to the client's contract with Intercom, etc.

Intercom is also aware that many of its clients are, themselves, providers of Internet services, and that information reaching Intercom's facilities from those clients may have been originated by customers of those clients or other third parties. Intercom does not require its clients who offer Internet services to monitor or censor transmissions created by customers of its clients. At the same time, clients who knowingly transmit materials that violate law or Intercom policy are, themselves, in violation of Intercom policy. Similarly, Intercom anticipates that clients who offer Internet services will cooperate with Intercom in any corrective action that Intercom deems necessary, in order to correct and prevent the transmission of material that is harmful to Intercom or its clients. Failure to cooperate with such corrective and preventive measures is a violation of Intercom policy.

Intercom is also concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Intercom urges its clients to assume that all of their on-line communications are insecure.

Intercom cannot take any responsibility for the security of communications transmitted over Intercom's facilities. Intercom will comply fully, however, with all applicable laws concerning the privacy of its clients' on-line communications. In particular, Intercom will not intentionally monitor or disclose any private electronic mail messages sent or received by its clients unless required to do so by law. Intercom may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Intercom may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or any governmental requests. Finally, Intercom may disclose information transmitted over its facilities, where necessary, to protect Intercom and its clients from harm, or where such disclosure is necessary to the proper operation of the system.

Intercom expects that its clients who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A client's failure to comply with those laws will violate Intercom policy. Finally, Intercom wishes to emphasize that in signing the Terms and Conditions of Service, clients of Intercom indemnify Intercom for any violation by the client of the Agreement, of the law, or of Intercom policy, that results in loss to Intercom or the bringing of any claim against Intercom. This means that if Intercom is sued because of activities by the client that violate the Agreement, the law, or this AUP Policy (which is part of the Agreement), the client will pay any damages awarded against Intercom, plus costs and reasonable attorneys' fees.

We hope this AUP Policy Statement is helpful in clarifying the obligations of Intercom's clients, so that all parties may be responsible users of the Internet.