

1. Rights and obligations
  - 1.1. White Cloud Communications (WCC) users are responsible for ensuring that their accounts are used in accordance with this AUP.
  - 1.2. WCC has the right, but not the obligation, to investigate any violation or alleged violation of this AUP, including the right to examine any information or material on WCC's servers.
  - 1.3. WCC has the right, but not the obligation, to take any steps it deems necessary to remedy and prevent violations of this AUP from occurring.
2. Illegal activities
  - 2.1. WCC users may not use WCC Internet to encourage, facilitate or engage in any illegal activities, including, without limitation:
    - a) defamation: posting or transmitting any material which is defamatory under any applicable law;
    - b) fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on; posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
    - c) copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright or trademark
3. Electronic Mail
  - 3.1. WCC users must not use WCC e-mail to:
    - a) send unsolicited bulk e-mail (so-called "Spam");
    - b) send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called "E-Mail Bombing");
    - c) repeatedly send e-mail to any person or entity who does not wish to receive it. If a recipient asks to stop receiving e-mail from a WCC user, then that WCC user must not send that person further e-mail; and
    - d) subscribe to any e-mail list or service on behalf of a third party without that third party's consent.
  - 3.2. WCC users must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a WCC account as an e-mail return address or "drop" for responses.
  - 3.3. WCC users must not forge, alter or remove any e-mail header.
  - 3.4. Any e-mail address on domains owned by WCC is property of WCC and may be terminated or re-assigned without notice.
4. 4.0 Security, Privacy and "Hacking"

The Subscriber is responsible for any misuse of the Services that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Subscribers must ensure that others not gain unauthorized access to the Services.

  - 4.1. WCC users must not:
    - a) disrupt or interfere with the normal operation of WCC systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use WCC services or the Internet, including, but not limited to:
      - I. denial of service attacks;
      - II. flooding of networks;
      - III. attempts to overload a service; and
      - IV. attempts to cause system crashes,
    - b) gain access or attempt to gain access to the private systems or data of WCC, without the prior consent of WCC.
  - 4.2. WCC users must not use their WCC accounts to:
    - a) circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network; or
    - b) disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.
    - c) gain access or attempt to gain access to the private systems or data of WCC, or any third party without the prior consent of WCC or the third party.
5. Censorship and Adult Materials
  - 5.1. WCC users must not use WCC to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.
  - 5.2. WCC assumes NO responsibility for Internet content available through the Services. Subscribers are responsible for restricting access to sexually explicit material on the Internet.
6. Bandwidth/Network Traffic and Other Limitations
  - 6.1. Users must ensure that their activity does not improperly restrict, inhibit or degrade any other Subscriber's use of the Services, nor represent (in the sole judgment of WCC) an unusually large burden on the network itself.
  - 6.2. The maximum for data transfer for each residential service package is defined by the subscribed package. Users exceeding the data transfer limits specified for their Service Package may be upgraded to a tier that allows for what data the user is consuming. Continued excessive of data monthly may incur usage fees at \$10 per 100GB at the WCC's sole discretion.
  - 6.3. Users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede WCC's ability to deliver and monitor the Services.
  - 6.4. Residential subscribers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of WCC.
7. Updates
  - 7.1. This AUP is subject to change without notice. The current version of the AUP is always available at [www.wcloudus.com/aup](http://www.wcloudus.com/aup)
8. Questions and Complaints
  - 8.1. Please direct any questions you may have regarding this AUP and complaints regarding violations of this AUP by other WCC users to our customer service department. Contact information is as follows: