Acceptable Use Policy

last updated - 10/14/03

This Acceptable Use Policy ("Acceptable Use") is a guide to the tolerable use of USER accounts and the Services provided by WISPER. It is an integral part of the Customer Agreement entered into between WISPER and USER; any violation of this Acceptable Use is subject to sanction including, without limitation, a warning e-mail, suspension of USER's Account, or termination of USER's Account, in WISPER's sole discretion. In the event that USER's account is suspended or terminated as a result of violations, reconnection charges may apply if WISPER elects to re-enable the account. Terms not defined herein may have additional meaning set forth in the Customer Agreement.

1. General Guidelines – WISPER provides its customers with access to people throughout the world using connections with networks outside WISPER. In general, it is the responsibility of those networks to enforce their own acceptable use policies. WISPER will inform its customers of any restrictions in the use of networks to which it is directly connected.

WISPER accepts no responsibility for traffic originating on its own network, whether posted by any USER. WISPER will use reasonable efforts to notify USER if USER's use of the Services violates the acceptable use policy of any directly or indirectly connected networks.

2. Specific Guidelines – All USERs agree to conform to the following guidelines:

A. It is not acceptable to use the Services for any purpose that violate U.S., state or local laws.

B. It is not acceptable to use the Services to transmit threatening, obscene, or harassing materials.

C. Use should be consistent with guiding ethical statements and accepted community standards. For example, unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if the mailing list or news group explicitly allows advertising. You may not send unsolicited bulk e-mails.

D. It is not acceptable to use the Services so as to interfere with or disrupt network users, services, or equipment. Such interference or disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to any other computational, information, or communications devices or resources, including but not limited to, any machines accessible via the Internet. For example, USER shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.

E. It is assumed that information and resources available via the Services are private to those individuals and organizations that own or hold rights to those resources and information, unless specifically stated otherwise by the owners or holders of the rights. It is, therefore, not acceptable for an individual to use the Services to access information or resources unless permission to do so has been granted by the owners or holders of those rights.

F. Email and Web Accounts are for individual users and USER therefore agrees not to share the password or use of the account with others, including but not limited to other family members or business associates.

G. No user may forward or cause to be forwarded to or from any WISPER mail server, any document, email or electronic communication that could be considered SPAM or unsolicited bulk email or any bulk email selling goods or services. No user may cause WISPERs mail server(s) to be blacklisted.

3. Enforcement – WISPER will review violations of its Acceptable Use Policy on a case-by-case basis. Clear violations that are not promptly remedied by USER may result in termination of any or all Services. WISPER reserves the right to monitor USER's actions when necessary to determine whether or not USER is violating the conditions of use.

4. Indemnity – USER agrees to indemnify and defend WISPER for claims or charges resulting from:
(1) USER's use of the Services in violation of this "Acceptable USE";
(2) Material posted on the Internet by USER; or
(3) Any obligations to third parties incurred by USER through USER's use of the Services.

5. Amendment – WISPER may amend this "Acceptable USE" from time to time in accordance with the terms of the Customer Agreement

Printable Version Acceptable Use Policy