

Diverse Communications, Inc.'s Acceptable Use Policy

To report an incident of policy abuse, please send a detailed email to: info@divcominc.net

Subscribers may use their accounts and visitors to Diverse Communications, Inc.'s websites (collectively, with subscribers, "Customers") may use Diverse Communications, Inc. for communications, research, public relations, education, and entertainment. This statement describes certain uses which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. Diverse Communications, Inc. expects its Customers to respect the culture and civility of communications and disclosure on or through the Internet. Diverse Communications, Inc. expects its Customers to respect privacy, legal issues, and be courteous to other Internet users and network resources.

Ethical Guidelines

Diverse Communications, Inc. expects Customers to:

- obey all federal and state laws regarding use of the Internet and information obtained or transmitted through the Internet.
- respect the ownership of information including copyright and license agreements.
- be courteous of others and their right to voice their opinions.
- respect the culture and civility of communication and disclosure on or through the Internet.

Legal Issues

Customers may not use Diverse Communications, Inc.'s service:

- to violate any copyright laws. Copyright violations will result in termination of service and Customers will be responsible for all costs, administrative and legal, associated with the copyright violations.
- for any purpose which violates US federal or state laws.
- to interfere with or disrupt network users, services or equipment, including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to gain unauthorized entry to other computational, information, or communications devices or resources.
- to transmit threatening, obscene, or harassing materials.

Network Integrity or Efficiency

We monitor our network 24 hours a day 7 days a week. Our techs are paged by the network when an outage occurs.

Customers may not use Diverse Communications, Inc.'s service:

- in a manner that precludes or significantly hampers use of the network by others.
- to send messages likely to result in the loss of any recipient's work or system.
- to send or respond to "chain letters".
- to broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.
- to 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.

Courtesy Please

Customers must be courteous in their use of the Internet. Please:

- respect the privacy of other Customers. For example, you should not intentionally seek information about, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.
- respect the legal protections provided to programs and data by copyrights and licenses.
- use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable.
- follow the Acceptable Use Policies or Terms and Conditions of any networks you may use as a File Transfer Protocol (FTP) or a Telnet site.
- be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.
- assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless permission to use the information and resources has been granted by the owners or holders of the rights to the resources or information.

Commercial Use

Many networks sponsored by the government or educational institutions still have stringent restrictions on commercial use. While the opportunities for commercial use are extremely attractive, there are accepted methods of accomplishing commercial objectives. Other Internet users must seek out or ask for the information.

You must appropriately market, or advertise for your products or services. For example, you may purchase space for a commercial World Wide Web site to advertise products or services and give support or ordering instructions, or you may start a news group to open a forum for discussion. Other Internet users may then choose to view your Web pages or participate in discussions.

Unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if they explicitly allow advertising. Announcements of new products or services are acceptable.

OWNERSHIP/COPYRIGHT/TRADEMARKS

Information, including trademarks and copyrighted material, specific to and available on Diverse Communications, Inc.'s website is the property of Diverse Communications, Inc. Customers shall not redistribute, reproduce, or commercially exploit such information without express written permission of Diverse Communications, Inc.

Customers hereby agree that any material they submit for publication on Diverse Communications, Inc. shall not violate or infringe upon any copyright, trademark or patent, or statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous. By submitting material for publication on Diverse Communications, Inc., Customers grant Diverse Communications, Inc. a non-exclusive license to reproduce, display, modify and distribute the material worldwide. Customers retain all rights they may have to such information.

The Digital Millennium Copyright Act ("DMCA") authorizes copyright owners to compel Diverse Communications, Inc., by the terms of a subpoena, to provide information about Customers' use of Diverse Communications, Inc.'s service concerning violations of copyright law. A Customer who is the subject of any such subpoena hereby agrees to reimburse Diverse Communications, Inc. for any costs associated with complying with the subpoena.

The DMCA also allows copyright owners to request that Diverse Communications, Inc. remove or disable access to material that violates the owner's exclusive rights under copyright law. If you are a copyright owner and believe that your work is accessible on Diverse Communications, Inc. in a manner that violates copyright law, please send a detailed email to info@divcominc.net

Operation

Diverse Communications, Inc. reserves the right to change its services without notice, including but not limited to, access procedures, hours of operation, menu structures, commands, documentation, and services offered. Diverse Communications, Inc. may modify the terms and conditions of this Acceptable Use Policy at any time.

Diverse Communications, Inc. reserves the right to delete Customers' personal files which have not been accessed for more than one (1) month.

Customers understand that Diverse Communications, Inc.'s services may be interrupted for several reasons, including but not limited to, malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customers understand that they may not receive advance notification of any such interruption of service.

Diverse Communications, Inc. shall not be liable for any delay in, or failure to perform, the services when those delays or failures are caused by circumstances entirely beyond Diverse Communications, Inc.'s control, such as those occasioned by acts of God or other causes, or which it could not have reasonably foreseen, or any other cause which similarly impedes the providing of service.

Diverse Communications, Inc. does not monitor the content of information that is submitted to Diverse Communications, Inc.'s network. Diverse Communications, Inc. reserves the right in its sole discretion to delete any information entered into Diverse Communications, Inc.'s computer systems by Customers. Diverse Communications, Inc. and its authorized representatives shall have the right in its sole judgment, but shall not be obligated, to edit publicly viewable information.

Diverse Communications, Inc. may immediately suspend a Customer's access to the service upon any breach of any of the terms and conditions of this Acceptable Use Policy by the Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.

Diverse Communications, Inc. reserves, in its sole discretion, the right to terminate access to its services for any Customer Account(s) that has/have been inactive for six (6) months or longer.

Excluding choice of law rules, the terms and conditions of this Acceptable Use Policy are to be governed by and construed under the laws of the state of Illinois. Should any provision of this Acceptable Use Policy be determined to be void, unlawful or otherwise unenforceable, the remaining provisions of the Acceptable Use Policy will remain in force.