



Terms of Service and Acceptable Use Policy

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SDC Internet is referred to as **SDC** or the **PROVIDER**. The person or entity who purchases service from SDC is referred to as the **USER** or the **CLIENT**.

The following activity will result in immediate suspension of service. Multiple suspensions may be cause for account termination.

- Non-payment of service fees (including returned checks).
- Viruses on your computer or network that attack other systems outside of your network or spread themselves via e-mail or other protocols.
- Security violation, defined as unauthorized access of this or any other system using your SDC account, whether proven or strongly suspected.
- Giving your password to someone else.
- Harassment of others in the Internet community by e-mail, newsgroups, IRC, or any other medium using your SDC account.
- IRC bots, floods, or DCC (sending-receiving of files over IRC) using any SDC server. Any user account found to be the cause of the "sdc.org" domain being banned from any IRC channel or host will be terminated.
- Use of unauthorized software from your SDC Shell account or web page. If you are unsure if it is allowed, ask. Use of any program designed to run as a server (does not require you to be logged in) is prohibited.
- Distribution or storage of copyrighted, illegal, or pirated content with or from your SDC account.
- Resale or sharing of SDC service outside of the account holder's premises.
- Sending SPAM (a.k.a. mass unsolicited email).
- Any action which is deemed unacceptable to PROVIDER including immoral or illegal activity on the Internet.

The CLIENT will be responsible for the purchase and maintenance of their own computing equipment and software used to provide individual services to end users.

PROVIDER will be responsible only for IP routing over its own systems between CLIENT and PROVIDER's upstream provision, and will be indemnified and held harmless by CLIENT for routing problems beyond PROVIDER's system. PROVIDER will not be responsible for anomalies of the Internet upstream, does not warranty access to any given site on the Internet, and makes no representation nor warranty of the Internet or CLIENT's service for any specific purpose.

The CLIENT is responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to (i) the subscriber's use of any SDC services or systems, and (ii) the communications means by which the subscriber connects their terminal or computer to SDC services.

Unauthorized access to this service or its servers is strictly prohibited. You agree that you will not engage in such activity or attempt to break into the service for the purpose of altering or manipulating the hardware and software comprising the service, or for any other unauthorized use of any kind ("hacking"). You agree that you will be responsible for and indemnify the PROVIDER for any liability of any kind arising from the use of your password for such purposes.

LIMITED WARRANTY: The PROVIDER warrants that, if the CLIENT is dissatisfied with the service, the PROVIDER will, upon written notification received from the CLIENT to the PROVIDER, refund the prepaid service fees for future months from the date of receipt of the written notice subject to the following conditions: the setup fee is not refundable, Monthly accounts will not be eligible for refund, Quarterly and Annual accounts will be refunded only whole unused months. Other than the foregoing, no warranty is made by the PROVIDER regarding any information, services or products provided through, in connection with, or located on the computer systems of SDC, and the PROVIDER hereby expressly disclaims any and all warranties, including without limitation: (i) any warranties as to the availability, accuracy, or content of information, products, or services; and (ii) any warranties of merchantability or fitness for a particular purpose.

LIMITED LIABILITY: SDC assumes no liability for any damage to CLIENTS hardware or software that arises from the use of this service. Any liability of the PROVIDER, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the CLIENT to the PROVIDER for the current month.

Wireless Broadband Access Terms

Systems connected to SDC via wireless access accounts must configure their computers or routers to accept dynamic IP addressing via DHCP. External interfaces on client computers and/or routers must only be configured for TCP/IP and the IP address assigned by SDC. Systems which are configured for any other protocol and/or have any other non-SDC assigned addresses bound to their external interface, including but not limited to private IP addresses, will be disconnected from the network. Reconnection is dependent upon removing non TCP/IP protocol and/or non-SDC assigned IP address(es).

To help curtail abuse of our service, SDC implements transfer limitations on its broadband services. All transfer limits are "soft" limits. That is, no controls are in place to prevent you from going over the transfer limit, but you will be charged per gigabyte the amount exceeding the limit. See <http://www.sdc.org/services/limits.html> for additional information. SDC's transfer limits are designed so that the service is essentially unlimited for 99% of our broadband customers. We calculate this based on the past average usage of our customers. If SDC changes the transfer limits or charges for exceeding the transfer limits, we will notify customers through email and our website.

Payment Terms

Payment of the service fee for CLIENT selected period of service is due in advance of the first day of the selected service period. Payment for successive periods is due on the first day of the next period of service. **A reconnection fee equal to the account setup fee will be charged to restart service if payment for the next service period is not received by the due date.** Returned checks will be charged a fee of the maximum allowed by law.

Other Terms

Invoice for the service fees are sent via electronic mail for each service period. If the CLIENT requires a paper invoice special arrangements can be made by contacting the PROVIDER.

Users may cancel at any time. Refund of service fee will be mailed via postal mail and will be done with the following conditions: Monthly accounts will **not** be eligible for refund. Quarterly and Annual accounts will be refunded only whole unused months.

If an account is terminated or suspended, SDC, in its sole discretion, may refuse to accept all new e-mail sent to your terminated e-mail address.

Recovery of files from backup due to loss not caused by a SDC hardware or software failure is subject to a \$100/hour fee billed for the time required to restore the files.

SDC reserves the right to change the prices and terms and conditions of service at any time. Access policies are subject to change without notice, and take effect upon notice, published on-line or otherwise, by SDC. Use of SDC's services after such notice constitutes acceptance of any changes in price or modifications to these terms. Note that purchasing service in advance does NOT protect CLIENT against future price changes or changes to the terms of service, even if those changes occur prior to the end of the term of service.