

# ConnectTo Policy

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## ConnectTo Communications Policies

### 1. ConnectTo Communications, Inc. General Policy

By opening an account with [ConnectTo Communications](#), you agree to abide by all policies of [ConnectTo Communications](#), . These policies apply to all users of [ConnectTo Communications](#), without exception; failure to adhere to the stated policies may result in termination of the account at the discretion of [ConnectTo Communications](#), . [ConnectTo Communications](#), . reserves the right to change policies, services, and pricing. Your continued use of an account signifies acceptance of any and all policies and policy changes, and you may cancel if you do not agree with changes in policy, service, or pricing. [ConnectTo Communications](#), reserves the right to refuse to provide service to anyone.

#### Disclaimers

[ConnectTo Communications](#), makes no warranties of any kind, whether express or implied, for the service it is providing. [ConnectTo Communications](#), will not be held responsible for any damage you suffer from use of an account or service provided by [ConnectTo Communications](#), unless otherwise agreed to in writing. This includes- but is not limited to- equipment damage, failure or loss of data

resulting from delays, non-deliveries, or service interruptions caused by the company's negligence or your negligence or misuse. Dial-up users: contact your telephone service provider to verify that the [ConnectTo Communications](#), modem dial-up number you intend to use is a local call from your location. You may be subject to additional charges from your telephone service provider, depending on your location and calling plan. [ConnectTo Communications](#), can not be held responsible if long distance or other communications fees are incurred.

## Privacy

[ConnectTo Communications](#), is committed to preserving the privacy of its customers and protecting their personal data. [ConnectTo Communications](#) does not actively monitor customer use of the Internet, customer email or other customer communications in the course of its regular operations. [ConnectTo Communications](#) is also strongly opposed to the use of third-party information-harvesting strategies and technologies such as unlawful wiretapping.

### Information retained by [ConnectTo Communications](#):

[ConnectTo Communications](#), keeps information about its customers such as names, addresses, telephone numbers, email addresses and details about [ConnectTo Communications](#) services used by the customer. All such information is considered private. [ConnectTo Communications](#) also keeps logs of limited technical information pertaining to matters such as customer connectivity and email processing. These logs are retained on a temporary basis in order to insure high-quality service, and no logs are kept indefinitely. The only circumstances wherein [ConnectTo Communications](#) will disclose any of the above-mentioned information to a third party are:

- In the course of providing services our customers have specifically requested, [ConnectTo Communications](#), may make some of this information available to our affiliates in order to fulfill the requirements of order processing.
- In the event that we receive a legitimate, legally-mandated request for customer information, [ConnectTo Communications](#), will respond only within the narrow scope of that request.

[ConnectTo Communications](#), will not otherwise disclose any private information about its customers to any other third party.

## 2. Acceptable Use Policy

Any prohibited or illegal activity that affects [ConnectTo Communications](#), , its agents, equipment or customers is punishable to the full extent of the law, and [ConnectTo Communications](#), will hold you responsible for any damage caused by your actions, whether intentional or unintentional. You are strictly prohibited from using your account other than as outlined in this Acceptable Use Policy and will be prosecuted to the full extent of the law if you do so illegally (see Enforcement section). [ConnectTo Communications](#), makes no exceptions in enforcing this policy. [ConnectTo Communications](#), functions as a common carrier; our standard policy is to not monitor or interrupt our users' activities, exert editorial control over their content, or censor them or their content. To protect the interests of [ConnectTo Communications](#), and in the best interests of our customers, exceptions to this policy may be made under certain specific circumstances including but not limited to the following:

### Illegal activities:

The law requires [ConnectTo Communications](#), to report any criminal activity that it becomes aware of to the appropriate authorities. It is the responsibility of the account owner to be familiar with current laws and regulations.

**Email:**

Email accounts are for personal or business correspondence only. Unsolicited Commercial Email (otherwise known as UCE - or spam) is strictly prohibited and violators will have their accounts terminated immediately. Sending unsolicited email to one or more addresses regardless of how the addresses were obtained may be considered spamming and is grounds for account termination. Use of a [ConnectTo Communications](#) address or any address of a domain hosted by [ConnectTo Communications](#), as a return address for replies to spam is similarly prohibited. [ConnectTo Communications](#), may at its discretion employ filtering techniques to block inbound email from known sources of spam and email abuse, and may also filter incoming email for known viruses.

**Usenet:**

All users of [ConnectTo Communications](#), news servers agree to be bound by the charter of any newsgroup or newsgroup hierarchy posted to. It is the responsibility of the user to be familiar with these charters, which may include rules about content, spam, language and off-topic posting. Excessive posting of identical messages to multiple newsgroups ('cross-posting') via [ConnectTo Communications](#), news servers is prohibited, as is the posting of unsolicited commercial email (spam).

**Shell use:**

[ConnectTo Communications](#), can provide shell access to its users on request. Shell access is an optional service and [ConnectTo Communications](#), reserves the right to grant or revoke customer shell access at any time. To activate shell access, please call our technical support department. The shell server is a shared resource and shell access is intended for use only when a user is actively connected and using the connection. IRC bots, excessive use of resources, and network abuse are all prohibited. The use of any process or program intended to run while the user is not on-line is also prohibited. [ConnectTo Communications](#), maintains a strict, zero-tolerance policy with regard to abuse of user shell access privileges. Any abuse of the shell service will result in immediate revocation of shell access, and further action may be taken at the discretion of [ConnectTo Communications](#), (see Network abuse and Enforcement sections.)

**Network abuse:**

Use of [ConnectTo Communications](#), accounts or services for orchestration of or participation in any abuse of the [ConnectTo Communications](#), or any other network, system or service is expressly forbidden and is grounds for account termination and possible legal action. Any action which interferes with the [ConnectTo Communications](#), or other networks or which affects the use of or access to any network is likewise expressly forbidden. [ConnectTo Communications](#), retains at all times the right to determine what constitutes network abuse. Examples include but are not limited to:

- Attempts to hack the [ConnectTo Communications](#), network or any other network or systems
- Port scanning
- Use of 'cracking' software or techniques
- Dissemination of viruses or malware
- Provocation of attacks on the [ConnectTo Communications](#), network or any other network
- Conduct which causes [ConnectTo Communications](#), to be blocked by another provider or which causes [ConnectTo Communications](#), to be placed on a "block list"
- Flooding [ConnectTo Communications](#), or any other network with traffic for the purpose of disrupting service
- Mail bombing
- Resale of ConnectTo services, directly or indirectly, without express written consent from ConnectTo. This includes sale of Wi-Fi access or any off-premises access to services.

- Operation of servers for commercial purposes by non-Enterprise customers. Note that it is acceptable to use servers for private or personal use (such as servers to access content in your home and applications that have server capabilities such as multiplayer gaming) and for small business customers to operate private (in-profile) servers for business purposes.

[ConnectTo Communications](#), customers must also comply with the acceptable use policies of our upstream providers, UUNET (<http://www.uu.net>) and Cable and Wireless (<http://www.cw.com>)

## Support

ConnectTo is proud to provide personal support from a knowledgeable, friendly, and local support team. ConnectTo support agents approach all interactions with respect and patience, and we ask that our customers do the same. Abuse or harassment of support agents will not be tolerated and will be subject to termination of service.

### Voice/Fax Services:

ConnectTo voice and fax services may not be utilized for the following: Auto-dialing or “predictive” dialing, continuous or repetitive call forwarding, fax or voicemail broadcasting or blasting, or high volume telemarketing. Service is subject to immediate termination and the application of all early termination fees if using ConnectTo’s Voice and Fax services excessively. Excessive use is defined by ConnectTo as use that substantially exceeds a 120 second average call duration and/or 200 calls per day per channel.

### Use of copyrighted material:

[ConnectTo Communications](#), is obligated to comply with the Digital Millennium Copyright Act of 1998 (DMCA). All web pages are subject to copyright law, and members are responsible for the content in their file space. Use of the World Wide Web, FTP, Newsgroups or any other services provided by [ConnectTo Communications](#), to transfer copyrighted material in violation of applicable laws is prohibited and may result in termination of your [ConnectTo Communications](#) account. Complete details on the [ConnectTo Communications](#), DMCA policies and instructions on how to initiate or respond to a claim of copyright infringement, including contact information for our designated agent, can be found [here](#).

### Access to content:

[ConnectTo Communications](#), functions as a common carrier and does not censor. Material can be found on the Internet or in Usenet news groups, etc., that some viewers may find objectionable; [ConnectTo Communications](#), is not responsible for any content available via [ConnectTo Communications](#), accounts or services. Any limitation of access to content is at all times the responsibility of the account holder and [ConnectTo Communications](#), shall not be held responsible for access to material that an account holder deems inappropriate. We suggest that minors be supervised.

## 3. Accountability

The owner of any type of [ConnectTo Communications](#), account or service will be held responsible for any abuse of that account or service, regardless of whether the owner was the actual initiator of the abuse. This includes for example but is not limited to: abuse of an email account or dial-up add-on which is part of a customer's account but which is used by a third party or abuse of a co-located server or co-location services by a third party, with or without the account owner's permission.

## 4. Enforcement and remedy:

Violation of any terms set forth in this Acceptable Use Policy may result in one or more of the following, at the discretion of [ConnectTo Communications](#), :

- Issuance of a warning
- Temporary suspension of service
- Billing to defray administrative costs incurred
- Termination of your services, account or accounts
- Legal action

If any activities or security problems involving a [ConnectTo Communications](#), account or [ConnectTo Communications](#), customer's services cause network outages, the owner of the account or service will be billed for network down-time. Any account owner whose account is terminated for violation of the terms set forth in this Acceptable Use Policy will be required to pay any outstanding balances due, including any and all early termination fees. In instances where it is necessary to terminate a customer's account, an administrative disconnect fee may also be applied. [ConnectTo Communications](#), will normally attempt to contact any user in violation of this Acceptable Use Policy before taking action, but depending on the circumstances or the severity of the violation action may be taken without prior notification. In this case, the user will be notified as soon as it is practicable.

## 5. No limitation

This acceptable use policy in no way limits the rights and remedies of [ConnectTo Communications](#), . At its discretion [ConnectTo Communications](#), may take other actions it deems necessary to protect the integrity of its or other's networks or to recover the costs of operation as pertain to identifying and removing violators of this acceptable use policy.

## 6. WiFi Network Sharing Policy

For [ConnectTo Communications](#), services where customer premise equipment is provided, owned and managed by [ConnectTo Communications](#), that equipment may be used at some point in the future to provide WiFi access to others. If and when this is offered, it will be secured and separate from your own traffic and your local area network, and would provide limited access to guest users. Your own traffic would have priority. A mechanism for opting out will be provided if and when this feature is launched.

## 7. Technical Support Policy

The function of the [ConnectTo Communications](#), technical support staff is to assist customers with initial connection, Internet browser and email account setup. Support is only available for computers running recent versions of Macintosh or Windows operating systems. [ConnectTo Communications](#), does not offer over-the-phone tech support for issues such as CGI programming, Linux use, your web site, or any other issue not directly related to your dialing software or to the basic functions of your web browser and email program. While at its discretion the support staff may sometimes assist our customers with non-connectivity or non-email issues, any such extra service is strictly 'added value' service and provision of such service does not obligate [ConnectTo](#)

[Communications](#), to continue to provide such service. [ConnectTo Communications](#), also provides some online discussion groups (web forums) [here](#); these are an excellent resource and answers to many questions that lie outside of the [ConnectTo Communications](#), support model may be found in these forums.

[ConnectTo Communications](#), will use its best efforts to provide all services to get your computer connected to the Internet but can not be held responsible for hardware or software malfunctions or assist in servicing or repairing your equipment. In such cases, the technical support staff will gladly refer you to outside sources for assistance. Customers should have a copy of their current operating system available when calling technical support; there will be limits to the amount of assistance that technical support representatives can offer if you do not have a copy of your current operating system. [ConnectTo Communications](#), Inc. reserves the right to cease providing over-the-phone technical support to any customer.

Please call the [ConnectTo Communications](#), tech support number at 1-707-547-3400 if you need assistance in the Santa Rosa calling area. If you are outside the Santa Rosa calling area, you can contact us at 1-888-766-4233. Technical support can also be reached via email at [support@ConnectTo Communications](mailto:support@ConnectTo Communications).

You are entitled to free assistance with setting up your connection, an Internet browser (Internet Explorer or Safari) and an email client (Windows live Mail, Microsoft Outlook, Thunderbird, or Apple Mail) on one computer. Support is only available for computers running recent versions of the Macintosh or Windows operating systems. We offer telephone technical assistance everyday, 8am-10pm (closed major holidays and from 2pm - 2:30pm on Fridays).

If you can email, we encourage you to write to [support@ConnectTo Communications](mailto:support@ConnectTo Communications) for assistance. If you are able to get online and have other questions, the answers may be in our support pages located at <http://www.ConnectTo Communications/support/> - we encourage you to check there first. Also, the help files in the program you are using may have the answers to your questions so please do investigate these resources before calling tech support.

## 8. Bandwidth and Disk use quotas

[ConnectTo Communications](#), uses a quota system for controlling customer bandwidth and disk usage. Information and specific details about these quotas can be found [here](#).

## 9. Digital Millennium Copyright Act

[Digital Millennium Copyright Act](#)

## 10. Billing Policy

[Billing Policy](#)

## 12. Equipment Policy

[Equipment Policy](#)

# 13. ConnectTo Wire Plan

[ConnectTo Wire Plan](#)

# 14. Legal Process Policy

[Legal Process Policy](#)

# 15. Regulatory

[CA Tariff - Local Exchange Services](#) [CA Access Services Tariff – Intrastate](#)

# 16. Terms and Conditions of Global Calling

ConnectTo's Global Calling feature is for normal residential use only and can't be used for commercial or other special purposes. Global Calling is subject to reasonable use parameters as determined by ConnectTo. Customers are liable for all charges incurred from fraudulent use.

## **Normal, Reasonable Residential Use**

ConnectTo's residential unlimited voice plan and features are for residential members and are based on usage patterns of the average residential customer.

## Impermissible Use

Each of the following is impermissible under ConnectTo's residential unlimited voice plan and considered outside of normal residential customer usage:

- Sharing or reselling features
- operating a business, even if operating from the residence
- operating any other enterprise, including not-for-profit or governmental
- operating a call center
- automated dialing
- telemarketing or bulk faxing