

MTC Technologies/Mtctech.net ACCEPTABLE USE POLICY

Mtctech.net reserves the right to restrict or terminate service without refund in the event of a violation of the Acceptable Use Policy. Mtctech.net also reserves the right to take action on abuse, which is not specifically named in this Acceptable Use Policy at the sole discretion of Mtctech.net. Use of the Mtctech.net network and systems constitutes understanding and agreement of this policy.

The Acceptable Use Policy of Mtctech.net has been formulated with the following goals in mind:

1. Ensure security, reliability, and privacy of mtctech.net's systems and network, and the networks and systems of others.
2. Avoid situations that may cause Mtctech.net to incur civil liability.
3. Maintain the image and reputation of Mtctech.net as a responsible provider.
4. Preserve the value of Internet resources as a conduit for free expression.
5. Encourage the responsible use of network resources and discourage practices, which degrade the usability of the network and thus the value of Internet services.
6. Preserve the privacy and security of individual users.

The Acceptable Use Policy below defines the actions that Mtctech.net considers to be abusive, and thus, strictly prohibited. The examples named in this list are non-exclusive and are provided solely for guidance to Mtctech.net customers. If you are unsure whether any contemplated use or action is permitted, please send e-mail to support@mtctech.net and we will assist you.

Please note that the actions listed below are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by Mtctech.net, or connected via the Mtctech.net network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the Federal Trade Commission Deception Policy Statement.

Responsibility

1. The customer who registers the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard their personal network and to ensure that mtctech.net's Acceptable Use Policies are honored. Mtctech.net will hold the account owner responsible for any violations of the Acceptable Use Policy.
2. Sites connected via wired or wireless to the Mtctech.net backbone are expected to adhere to the Mtctech.net Acceptable Use Policy. The individual who signed the contract is responsible for educating site users on Acceptable Use Policies. Violations by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the Acceptable Use Policy.
3. Mtctech.net enforces these policies with respect to Mtctech.net customers only. We are not responsible for abusive actions that originate from other sites or networks on the Internet.
4. Customers are prohibited from transmitting on or through any of mtctech.net's services, any material that is, in mtctech.net's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
5. Mtctech.net services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. Mtctech.net reserves the right to remove such illegal material from its servers.

6. The customer is responsible for keeping his billing data with Mtctech.net up-to-date and accurate. Furnishing false data on the signup form, contract, or online application is grounds for immediate termination and may subject the offender to civil or criminal liability.
7. The resale, distribution, or transfer of Mtctech.net products and services is not permitted, unless specifically permitted and documented in a written agreement.
8. Customers may not engage in activities that violate local, state, or federal statutes.
9. Any email messages or contacts stored on MTC Technologies email servers are the responsibility of the end user and not MTC Technologies.

System and Network Security

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account that the customer is not expressly authorized to access, or probing the security of other networks (including any type of network penetration utility).
2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Users who violate systems or network security may incur criminal or civil liability. Mtctech.net will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Customers may not engage in activities that violate local, state, or federal statutes.

Email

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not participate in pyramid schemes or chain letters.
5. Malicious email, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.
6. Forging of header information is not permitted.
7. These rules apply to other types of Internet-based distribution mediums as well.
8. Customers may not engage in activities that violate local, state, or federal statutes.
9. Customers will maintain the standard allowed mailbox size of 1 GB.

Web Pages

1. Mtctech.net may provide domain name service for web page customers. Keeping registry information updated and accurate is the responsibility of the domain holder and not Mtctech.net.
2. Customers shall not falsify or omit valid domain contact information, including administrative, technical, zone, and billing contacts.
3. Customers shall not distribute pornographic or otherwise indecent or offending material.
4. Customers shall not distribute restricted software or materials in violation of copyrights or distribution licenses.
5. Customers shall not distribute materials that violate local, state, or federal statutes.

The Acceptable Use Policy may be revised from time to time. Questions about this policy should be sent via e-mail to support@mtctech.net. Reports of activity in violation of this policy may be sent in e-mail to abuse@mtctech.net.