

# ACCEPTABLE USE POLICY

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any User organization or individual connected to Merit's network in order to use it directly, or to connect to any other network(s), or using Merit's Services must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each User is responsible for the activity of its Sub-Users and for ensuring that its Sub-Users are familiar with this policy or an equivalent policy. In addition, each Member is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Member.

The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the
7. Services be used in a manner that significantly impairs access to other networks or services connected to Merit.
8. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
9. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
10. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate.

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

## Remedial Action

When Merit learns of possible inappropriate use, Merit staff will notify the User or Users responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the User or Users in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the User or Users implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the User or Users, or if the User or Users is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the User or Users.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may terminate this agreement and disconnect or cease providing services to a User or Users. An emergency is defined as: "Serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks."

If disconnection or termination of services is deemed necessary by Merit staff, reasonable effort will be made to inform the User or Users prior to disconnection or termination, and reasonable effort will be made to re-establish the service if it is deemed safe by Merit in its sole discretion.