

Parallax Systems Rules and Regulations and Acceptable Use Policy

By using services and resources of Parallax Systems, a service of Parallax Systems, Richmond, IN you agree to abide by the following Rules and Regulations and Acceptable Use Policy ("AUP" for short). Terms and conditions for dedicated broadband business customers supersede language of this AUP as identified in signed "Service Agreement".

The Internet is a far-reaching communications medium. The Internet can be used to communicate with colleagues, to research demographics, and to transmit business communications. The Internet is shared with thousands of other users. Therefore, Parallax Systems has constructed a list of rules and regulations for a better understanding of how to use this service. This document also talks about your rights and responsibilities as a Parallax Systems subscriber.

1. Privacy

A.) We will not release any of our customer's personal information to other people unless we receive a signed consent form from you, or unless required by law. The exception to this policy extends to third party collection of bad debt accounts.

B.) Your full legal or entity (company) name must be used when you sign up with Parallax Systems.

2. Account Suspension and Cancellation

A.) Parallax Systems Subscribers have the right to cancel their accounts. Cancellations, however, take effect at the end of the billing period in which you cancel. If you wish to cancel your Parallax Systems account, you must send notice in writing to Parallax Systems ATTN: Accounting, PO Box 908, Richmond, IN 47375 or via e-mail to accounting@parallax.ws.

B.) Parallax Systems reserves the right to suspend or cancel your account for non-payment or for violation of the provisions of this AUP.

C.) Whether you cancel your services or we cancel your service for cause, your service fees are not prorated within the current month. Refunds for unused service are limited to fees paid beyond the month of cancellation. Setup fees are nonrefundable.

3. File Transfer Restrictions

A.) By law, you may not upload any commercial software, any software that is subject to distribution limits, or any kind of material you do not have the right to share with other people. Likewise, you may not download any software or material you do not have the right or license to use, such as commercial software from other Internet users. You may not upload anything, such as certain cryptographic applications, that will violate local,

state, or federal law. If, upon reasonable suspicion and after reasonable investigation, Parallax Systems finds a violation of this provision, Parallax Systems reserves the right to notify appropriate state and/or federal authorities.

4. Change of Terms, Condition and Services

A.) Parallax Systems reserves the right to alter the pricing, offerings, terms and conditions of service at any time. An electronic, online copy of this AUP in effect is at the following Web address: <http://www.parallax.ws> You are charged with responsibility for checking this page for any updates, and your continued use of Parallax Systems services constitutes your agreement to the modified terms.

B.) Parallax Systems does provide configuration assistance and limited free technical support with your purchase of Internet services from Parallax Systems.

C.) Parallax Systems does not provide technical support for software which it has not distributed to you in connection with your purchase of Internet services from Parallax Systems, nor does Parallax Systems make any warranties as to any software you may use in connection with your Parallax Systems account; the respective author/copyright holder's warranties apply. Further, Parallax Systems does not provide technical support for any hardware you use for your Internet connection that you did not purchase from Parallax Systems. Parallax Systems support guidelines are published on the Internet at the following Web address: <http://www.parallax.ws/support.htm>.

D.) Of course, Parallax Systems cannot guarantee overall Internet performance, nor the performance or availability of any server, service or site on the Internet at large which you may otherwise access through your Parallax Systems Account.

5. System Use Policies

A.) There are a great many users sharing Parallax Systems network facilities, and we are committed to providing good, consistent service to all subscribers. For this reason, we ask that you observe the following guideline in the usage of your Parallax Systems account:

1. Sexually explicit and patently offensive content; materials that otherwise violate federal, state or local law; and materials and content that threaten the security or utility of the Parallax Systems network, are strictly forbidden in any Parallax Systems Web service to which you subscribe --personal or commercial.

B.) Parallax Systems reserves the right to remove from public view any material or content brought to its attention that violates this AUP.

C.) The services you purchase from Parallax Systems are not transferable. You may not resell or share your Parallax Systems account services.

6. Information Policy

Parallax Systems reserves the right to filter content it deems to fall under the definition of "spamming" or in accordance with this AUP and applicable law. Furthermore, e-mails determined to contain a virus, will be filtered. You are free to subscribe to any mailing lists, but as with newsgroups, some information may seem offensive to you. Just follow proper procedures for subscribing and, if you don't like what you are receiving please change or unsubscribe from that list or newsgroup. As a Parallax Systems client, you are solely responsible for monitoring usage of your Parallax Systems Internet accounts, including use by your children.

7. Procedures & Accounting Matters

A.) Our AUP is under constant review. We consider comments from our users and from experienced staff. We will change this document from time to time. You are subject to the AUP in effect at the time you sign up for Parallax Systems services, and to each revision of the AUP that becomes effective subsequently, without further notice.

B.) Account cancellations should be directed in writing to our Accounting Department via e-mail to accounting@parallax.ws, via mail at P.O. Box 908, Richmond, IN 47375.

C.) Returned checks are subject to a \$20.00 returned check fee.

D.) Failure to pay invoices for service in a timely fashion will result in your service being disconnected.

E.) Any unpaid service fees will be collected at subscriber expense.

8. User responsibility

A.) Parallax Systems considers the complaints and comments from other users on the Parallax Systems, as well as those of system administrators from other Network Service Providers. We will take immediate action against any Parallax Systems subscriber who abuses any of our facilities or services. Some types of conduct which is inappropriate on the Internet, and thus prohibited while using your Parallax Systems, are (a non-exhaustive list):

a.) Posting commercial/marketing/advertising/sales materials in non-commercial areas (for example, in a newsgroup dedicated to the discussion of the political significance of the two-party system of government, you should not post a message that you have a watch for sale), or sending unwanted/unsolicited commercial e-mail ("UCE"). This activity is called, aptly enough, "spamming";

b.) posting "chain letters" -- these are "illegal" under federal and state law, and are inappropriate on paper and on the Internet;

c.) e-mailing or posting (in newsgroups, IRC or otherwise) abusive, vulgar or threatening messages; and

d.) gaining unauthorized access to any network, either by use of an access account that is not yours, or by engaging in otherwise illegal methods.

B.) In addition to this AUP, the provisions of all applicable laws apply to your use of Parallax Systems facilities.

C.) Users that access the Internet through Parallax Systems services must comply not only with Parallax System's AUP as well as the AUPs of the Network Service Providers whose networks they access.

D.) Parallax Systems will review all complaints or instances of your inappropriate use brought to our attention and will decide what action to take, which action may be termination of your Parallax Systems account.

E.) If you have any complaints about another subscriber's use of Parallax Systems facilities, or if you are subjected to any inappropriate use of Parallax Systems facilities, please contact our office immediately. You may send e-mail to abuse@parallax.ws.

F.) If you suspect or have proof of a hacking or break-in attempt on your machine you may call (765) 962.3770 or you may e-mail to abuse@parallax.ws.

9. Legal Information

A.) All services provided to you by Parallax Systems may only be used in accordance with applicable laws, statues, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement, communication, alteration, publication or storage of any information, protected material or property, data or any other material in violation of any national law of any sovereign nation, any International law, the United State Annotated code, or of any state or local law, regulation or rule is strictly prohibited. This includes, but is not limited to, any material, data, matter, software/soft code, intellectual property protected by copyright, trademark, privacy of property right, personal or property right, trade secret, or any other statute. Further, it is unlawful and a violation of this AUP to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort, or to otherwise use Parallax Systems services for any illegal or unlawful purposes.

B.) With the exception of ensuring that personal web pages are not used for commercial purposes, Parallax Systems does not "patrol" the content published by its clients. Parallax Systems does, however, review complaints submitted with respect to other potential violations of this AUP and applicable laws, and will investigate those complaints and take action it deems appropriate, up to and including cancellation of a user's service.

C.) You will indemnify and hold harmless Parallax Systems, its officers, shareholders, agents, employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of action attorney fees, litigation and court costs, resulting from the subscriber's use of Parallax Systems services in any manner, whether directly or indirectly or by any act of omission or commission.

D.) You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to:

1. to your use of any Parallax service, and
2. the communications means by which you connect your terminal, personal computers or other device to Parallax Systems services or to any services provided by Parallax Systems.

E.) Your rights herein granted cannot be transferred, shared, sold, or used by anyone other than yourself. Only one login session per account may be used at any given time. Accounts that have been transferred to other parties or show other activity in violation of this paragraph are subject to immediate cancellation.

F.) Parallax Systems has the right to delete all e-mail, data files, or other information that is stored in your account if either you or Parallax Systems terminate your service, for any reason.

G.) Parallax Systems shall have the right to suspend or cancel your account at any time, for reasonable cause, without notice. "Cause" includes, but is not limited to, nonpayment for services; violation of this AUP; and use of your account to engage in violation of any federal, state or local statute.

H.) No warranty is made by Parallax Systems regarding any information, services or products provided through, in connection with, or located on the computer systems of Parallax Systems or any other services provided by Parallax Systems, and Parallax Systems hereby expressly disclaims any and all warranties, including without limitation:

1. any warranties as to the availability of Parallax Systems products or services, or the accuracy of content or information, products; and
2. any warranties of merchantability or fitness for a particular purpose.

I.) Parallax Systems shall have no liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge or damage or interference, deletion, defect, delay in operation or transmission, communication 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 you or on your behalf to Parallax Systems for the current month.

J.) No agent, employee, or representative of Parallax Systems has any authority to bind Parallax Systems to any affirmation, representation, or warranty concerning the services provided by Parallax Systems.