

D & P Communications Acceptable Use Policy

These statements represent a guide to the acceptable use of the D & P Communications facilities. This Acceptable Use Policy ("AUP") is an integral part of the Service Agreement entered into between D & P Communications and the Customer. Any violation of this AUP is subject to sanction, including without limitation, a warning e-mail, suspension of customer's account, or termination of Customer's account, at D & P Communications' sole discretion.

In cases where data communications are addressed to recipients outside of D & P Communications and are carried over the regional networks of the Internet, D & P Communications users are advised that the acceptable use policies of those other networks apply and many, in fact, limit use. If D & P Communications is informed by Federal, State, or International authorities of inappropriate or illegal use of D & P Communications facilities and/or other networks, these determinations will be binding on the customer.

1. D & P Communications accepts no responsibility for traffic originating from its network by customers. We will use reasonable efforts to notify Customer if Customer's use of the Services violates the acceptable use policy of any directly or indirectly connected networks. Ultimately, responsibility for use and transmission rests with the Customer.
2. Billing starts the day you sign up with D & P Communications. We will not issue credit to any customer that doesn't sign on right away. If you have trouble getting on the system, be sure to call our help desk at (888) 221-2277.
3. Customer agrees to indemnify and defend D & P Communications for claims or charges resulting from (1) Customer's use of the services in violation of this AUP; (2) material posted on the Internet by Customer; or (3) any obligations to third parties incurred by customer through Customer's use of the Services.
4. Users of D & P Communications shall promote efficient use of the network to minimize and avoid possible network congestion and interference with the work of other users of the network. To ensure efficient usage of the network, we use the following guidelines:
 - a. If a dial-up connection is idle for more than 20 minutes, we will disconnect that line without notice.
 - b. Customers should not waste system resources by spawning dozens of processes or consuming excessive amounts of memory or CPU for long periods of time.
 - c. If a dial-up connection is active for more than 12 hours, we will disconnect that line without notice. If there are repeated times of this activity the account status will be changed to a dedicated dial in account without customer notice, at D & P Communications' discretion.
 - d. Each login account entitles the user to only one dial up connection to our network at a time. Multiple logons will incur the current multiple logon surcharge.
5. It is not acceptable to use the service for purposes which violate U.S., state, regional or local laws.
6. It is not acceptable use to use the service to transmit threatening, obscene, or harassing materials.
7. D & P Communications is not responsible for web areas. These are in the public domain and have public access so please keep those files backed up.
8. Use should be consistent with guiding ethical statements and accepted community standards. Unsolicited advertising is never acceptable. Advertising is permitted on some mailing lists and news groups if the mailing list or news group explicitly allows advertising.
9. It is not acceptable to use the service so as to interfere with or disrupt network users, services, or equipment. Such interference or disruptions include but are not limited to; distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to any other computer, information, or communications devices or resources, including but not limited to, any machines accessible via the Internet. For example, Customer shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
10. Provider will review violations of our Acceptable Use Policy on a case-by-case basis. Clear violations which are not promptly remedied by customer may result in termination of any or all services.
11. This policy may change at the discretion of D & P Communications.
12. All D & P Communications customers are bound by this policy.