



# Sea Ranch Connect<sup>®</sup>

## Terms of Service and Acceptable Use Policy for Internet Services

PO Box 16  
975 Annapolis Rd  
Sea Ranch, CA 95497

PLEASE NOTE: The version of these Terms of Service published at [www.SeaRanchConnect.org/terms-of-service](http://www.SeaRanchConnect.org/terms-of-service) is the current and binding version. Terms may change from time to time, upon notice to customers.

System abuse is strictly prohibited. The Sea Ranch Association, a California Nonprofit Corporation and Common Interest Development, dba Sea Ranch Connect ("TSRA") may terminate or modify service immediately and may bill for any resulting support charges if the subscriber or user engages in system abuse.

Actions that constitute system abuse include, but are not limited to:

1. Attempting to circumvent user authentication or security of any host, network, or account on Sea Ranch Connect systems or those of its Internet service partners, or the Internet at large ("cracking").
2. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
3. Forging email or USENET posting header information.
4. Excessive forwarding or posting of "chain letters" (multiple forwarding) of any type.
5. Posting inappropriate messages to USENET newsgroups e.g., posting large numbers of unsolicited posts indiscriminately ("spamming"), or posting encoded binary files to USENET newsgroups not specifically named for that purpose.
6. Attempting to cancel, supersede, or otherwise interfere with email or USENET posts other than one's own.
7. Engaging in harassment, whether through language, frequency, or size of messages.
8. Using a Sea Ranch Connect account or network connection to collect replies to messages sent from another provider which violate these rules or those of that provider.
9. Placement of copyrighted or trademarked information not belonging to the posting party on servers maintained by Sea Ranch Connect.
10. Using Sea Ranch Connect's system or equipment in support of activities that would, if conducted on Sea Ranch Connect's system, violate Sea Ranch Connect's Terms of Service or Privacy Policy.
11. Persistently accessing Sea Ranch Connect connection telephone numbers or the telephone numbers of its Internet service partners with the intent or effect of making those numbers inaccessible to Sea Ranch Connect's other customers.
12. Intentional transmission of any "worm" or "trojanhorse" or similar software which is destructive to personal computers, servers or computer systems.
13. Any activity which Sea Ranch Connect believes, in its sole judgment, to be in support of spamming activities.
14. Sending large numbers of unsolicited mail messages (i.e., "junkmail") this includes adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee. Sea Ranch Connect does not authorize the use of any computer network to accept, transmit or distribute unsolicited bulk e-mail sent from the Internet to its customers Sea Ranch Connect does not authorize the harvesting or collection of screen names from its equipment or customers or its Internet partners for the purpose of sending unsolicited bulk email. Sea Ranch Connect reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing or remaining within the Sea Ranch Connect system. Unauthorized use of the Sea Ranch Connect system or that of its Internet partners in connection with the transmission of unsolicited bulk e-mail or counterfeit or misleading e-mail may result in substantial civil penalties against the sender, including those provided by the California anti-spam law (California Business & Professions Code sections 17529 to 17529.9), and the State of Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.), and the federal Computer Fraud and Abuse Act (18 U.S.C. sections 1030 et seq.).
15. Automated or manual generation of network traffic to simulate hits to blogs or other websites for reasons other than the good-faith intention of an Internet user to visit a Web site to purchase goods or services or to obtain information, or with the intent to promote an unrelated web site. Examples: Click Fraud, Referrer Log Spamming, Web-based comment spam.

Damage to any equipment in the user's possession, which is owned by Sea Ranch Connect, will void the warranty on that piece of equipment and the subscriber will be responsible for paying for any resulting repairs or replacements.

All telephony devices connected to the integrated telephone ports on the Sea Ranch Connect home portal must comply with FCC standards for operation on United States telephone networks. Use of telephony equipment not designed for United States telephone networks is expressly forbidden.

Subscriber/user will be responsible for paying for any resulting repairs or replacements or other losses under this paragraph.

#### **DMCA Notice – Terms of Service**

Copyright Infringement Notices. We are committed to complying with U.S. copyright and related laws, and require all users of this website to comply with these laws. Accordingly, you may not use this website to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of any copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on this website, you may take advantage of certain provisions of the Digital Millennium Copyright Act (the "DMCA") by sending our authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon our receipt of a satisfactory notice of claimed infringement, we will respond expeditiously either directly or indirectly such as: (i) remove the allegedly infringing work(s) accessible through this website; or (ii) disable access to the work(s). It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate access to this website for any user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we, in our sole discretion, believe is infringing these rights. We may terminate access to this website at any time with or without notice for any affected customer or user. If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to us. Upon our receipt of a counter notification that satisfies the requirements of the DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that we will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send us a notification of claimed infringement to report alleged infringements of their works to [abuse@searanchconnect.org](mailto:abuse@searanchconnect.org) or via U.S. Mail:

IsoFusion  
Attn: LEGAL / ABUSE  
PO Box 58288  
Seattle, WA 98138-1288

Any notification of claimed infringement must be in a form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to us, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with our designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Anyone who believes there is a violation of these terms or policies should direct that information to [abuse@searanchconnect.org](mailto:abuse@searanchconnect.org)