

Terms of Service

Show-me.net (the "Service") consists of computing and information services and software, information and other content provided by **Aysmmetric Tech. LLC**. In addition, third parties provide information, software, and other content (collectively, "Third Party Content") which may be accessed over the Service. These Operating Rules are incorporated into the Agreement between **Show-me.net** and the Member and are designed to provide for positive and secure usage of the Service by all Members.

INTRODUCTION

These Operating Rules are part of the terms of your Service Agreement with **Show-me.net**, and all Members are bound by them. **Show-me.net** may modify these rules at any time by publishing the modified rule(s) over the Service.

SHOW-ME COPYRIGHT

The entire contents of the Service are copyrighted as a collective work under the United States Copyright laws. The copying, redistribution, or publication of any part of the Service is prohibited, except as expressly provided below.

Each Member who places information, software or other content, in the public areas of the Service grants **Show-me.net** the right to edit, copy, publish, distribute, and translate such information, software or other content. Subject to this grant, each Member who places information, software or other content on the Service retains any rights Member may have in such information, software or other content.

COPYRIGHTED MATERIAL

Copyrighted material must not be placed on the Service without the permission of the owner(s) or person(s) they specifically authorize. Only the owner(s) or such authorized person(s) may upload copyrighted material to the Service.

Members may download copyrighted material for their own use. Except as expressly provided by copyright law, copying, redistribution, or publication must be with the express permission of **Show-me.net** and the owner(s) or such authorized person(s), if other than **Show-me.net**. Permission must be specified in the documentation found on the Service, or must be obtained directly in writing from **Show-me.net** and the owner(s) or such authorized person(s), if other than **Show-me.net**. In any copying, redistribution, or publication of copyrighted material, any changes to or deletion of author attribution or copyright notice are prohibited.

PUBLIC DOMAIN MATERIAL

Any Member may upload public domain programs to the Service. Any Member may download public domain programs for their own use or non-commercially redistribute a public domain program. Member assumes all risks regarding the determination of whether a program is in the public domain.

CONTENT & USES OF THE SERVICE

Member agrees not to publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or which would be abusive, profane or sexually offensive to an average person, or which, without the approval of **Show-me.net**, contains any advertising or any solicitation of other Members to use goods or services. This paragraph, however, shall not be interpreted to restrict Member from utilizing the electronic mail features of **Show-me.net** in the conduct of a legitimate business except that Member may not send unsolicited advertising or promotional material (see section entitled "SPAM, VIRUSES & CHAIN LETTERS").

Member agrees not to use the facilities and capabilities of the Service or conduct any business or activity or solicit the performance of any activity which is prohibited by law.

SPAM, VIRUSES & CHAIN LETTERS

Member agrees not to participate in the production of SPAM messages. SPAM (email sent to multiple recipients

who the sender doesn't have a previous relationship with AND/OR recipients who have not requested the material) originating from a Member will not be tolerated in any way.

Spam that originates from a non-Member can not be controlled by **Show-me.net**. When deemed necessary, **Show-me.net** will attempt to notify the sender's originating ISP, but **Show-me.net** has no way to effectively eliminate the propagation of such email.

It is not **Show-me.net**'s intent to control email messages to and from its Members. **Show-me.net** does reserve the right to protect its Services and Users from destructive and non-destructive viruses which are sometimes transmitted by email. **Show-me.net** is not responsible for the loss of email transmission of its Members.

Any email sent by a Member which would violate the United States Postal Service rules and regulations, including the sending of "Chain letters" and "pyramid schemes," will not be tolerated.

EDITING AND DELETING CONTENT

Show-me.net reserves the right in its sole discretion to edit or delete any information, software or other content appearing on the Service, regardless of whether it violates the standards for content.

SERVICE TERMINATION

Show-me.net reserves the right in its sole discretion to suspend or terminate Service to any Member at any time.

INDEMNIFICATION

Member agrees to indemnify and hold **Show-me.net** harmless from any claims and expenses, including reasonable attorney's fees, related to Member's violation of the Service Agreement, including these rules or any information, software or other content placed on the Service by the Member.

STANDARD PRICING PLAN

Multiple Members of the same organization or household may share a single **User** ID. However, only one person is authorized to access the Service at any given time on one **User** ID.

CAMPING WILL NOT BE ALLOWED

Because the Service is a shared resource, Member agrees to disconnect from the Internet if not at the computer for a period of longer than 10 minutes. **Show-me.net** has the right to disconnect any Member who has been on-line for more than 8 hours in a row. **Show-me.net** also has the right to change Member's rate plan, after notification, if Member's usage exceeds a reasonable level..

Show-me.net considers 300 hours in the past 30 days as the threshold between reasonable and unreasonable level for our unmetered rate plan. And **Show-me.net** has the right to decrease the connection time limit until a reasonable level is maintained. Additional rates of 400 hours per 30 days, 500 hours per 30 days, 600 hours per 30 days, and dedicated dialup service are available. Contact our office to make other rate arrangements.

PEER TO PEER SOFTWARE

For the purposes of our rules & regulations, peer-to-peer software (e.g. Kazaa, WinMX, Gnutella, etc) shall be considered servers.

SERVER BANDWIDTH

Show-me.net reserves the right to limit the bandwidth used by servers in order to protect the integrity and performance of the network.