



## RAZZO LINK, INC.

### GENERAL TERMS AND CONDITIONS AND USE POLICY

We are committed to complying with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

By using this Internet service ("Service") or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the "Terms of Service"). If you do not agree to the Terms of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider, reserve the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions.

Before continuing your order for equipment and wireless internet services ("Services(s)"), you ("Customer") must read and agree to the following Terms and Conditions of Services. By activating Service, Customer applies and subscribes for Services provided by Razzo Link, Inc. (the "Company") and confirms that Customer has read, understands, agrees to and accepts these Terms and Conditions of Service (the "Agreement").

#### 1. SUBSCRIBER OBLIGATIONS

End users establishing an account with the Company ("Members") must be at least 18 years old. Local access dialup numbers (if applicable) may not be available in all areas. You are solely responsible for determining if use of a particular dialup number will cause you to incur long-distance, toll, or other charges. The Company is not responsible for any long-distance, toll or other charges you incur.

Members must (i) provide the Company with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to the Company all changes to this information within 30 days of the change. Members are responsible for all charges to their account.

**2. CREDIT APPLICATION** - This Agreement shall authorize the Company's to review and approval of Customer's credit information. Company may require Customer to update its credit information from time to time. Customer warrants and represents that all information furnished on their credit application is current, complete, accurate and true. If Company subsequently determines that any statements made on the credit application are false, incomplete, or inaccurate, Company may declare Customer to be in default under this Agreement and may exercise any remedies it has under this Agreement at law or in equity. Customer understands that Company will rely upon the credit information provided by Customer, including but not limited to Customer's social security number or tax identification number, and other confidential and personal financial and credit information requested by Company and supplied by Customer, in making a decision to provide Services. Customer understands that Company may request and verify Customer's bank references and perform a credit history check utilizing standard commercial credit reference services in connection with Company's review of the Customer's credit worthiness. Customer acknowledges that Company may provide payment history and other billing/charge information to a credit reporting agency for inclusion in Customer's records maintained by such credit reporting agency. Customer understands that a security deposit may be required.

**3. CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION** - I authorize and instruct any person, consumer reporting agency or credit reporting agency to complete and furnish to the Company or for the Company to compile any information it has on me or the entity on whose behalf I am making an application. I authorize the Company Wireless to disclose information related to my account(s), including confidential information and payment history, to credit reporting agencies or private credit reporting associations. I also authorize the Company to periodically obtain and use my credit report and other credit information from any source including credit-reporting agencies, private credit reporting associations, and other third parties, in connection with the provision and offering of wireless and other services. I am hereby notified that a negative credit report reflection on my credit report may be submitted to a credit agency if I fail to fulfill the terms of my obligations.

**4. BILLING AND PAYMENT OF CHARGES** Payment for all charges made shall be made in advance and as a charge to customers preapproved national, credit card or debit card. If you request in writing you will receive a monthly statement by email bill/statement. Billing cycles may change from time to time. You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges include, without limitation, monthly lease fees (if applicable); recurring monthly service, administrative and late payment charges; optional feature charges; and, applicable taxes and governmental fees, whether assessed directly upon you or upon the Company. You agree that the Company may add its own charges to those charged by third parties. The prices for service do not include applicable taxes, fees, surcharges or assessments. The Company may add to your bill, and you agree to pay, such applicable taxes, fees, surcharges or assessments. Monthly service and certain feature charges are billed one month in advance.

Members are billed each month for the basic service and any additional usage or services. Members are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. The Company is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by the Company.

**5. DEPOSITS** - Company has the right, exercisable in its sole discretion at any time or from time to time, to require Customer to make a deposit to guarantee payment of sums due hereunder, including Service charges. Customer hereby grants Company as applicable, a security interest in such deposits, to secure the payment of all sums due hereunder as well as the performance of all other payment obligations Customer may have to Company whether now, existing, or hereafter rising. Upon termination of Service, Company may apply the deposit against any outstanding charges of Customer.

**6. ADVANCE PAYMENTS AND/OR DEPOSITS** The Company may require you to make a suitable advance payment for services that will be applied as a credit on your account or a suitable deposit that the Company may offset against any unpaid balance on your account. Interest will not be paid by Company on advance payments or deposits unless required by law. The Company shall determine the amount of the advance payment and deposit and may require additional advance payments or deposits if it determines that the initial payment was inadequate. This Agreement is conditioned upon our establishment of a credit limit based on your credit worthiness as we determine it, and certain restrictions on service or restrictions on features may apply based on the way we evaluate your credit worthiness. If your account limit goes beyond the limit we set for your account, we may immediately interrupt or suspend service until your account balance is brought below this limit. Additionally, any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts, including Equipment accounts, in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption and all other available collection remedies.

If the Company has failed to pay any underlying service provider all amounts owing for your account - whether or not you have paid the Company - your account will be subject to suspension or cancellation until you or the Company has paid all amounts due.

**7. NONPAYMENT/BREACH** - A late payment charge of 1.5% (or the maximum rate permitted by law) per month may be applied to Customer's account if monthly invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding. Company may demand payment by money order, cashier's check, at Company's discretion at any time or from time to time. If Company obtains the services of a collection or repossession agency or an attorney to assist Company in remedying Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, Customer shall be liable for this expense. Customer understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Agreement, in addition to any other remedies Company may have, Company may temporarily or permanently terminate Service to Customer. If Service is terminated and not reconnected within thirty (30) days, all outstanding payments to be made in installments are accelerated and immediately due in full. If Company disconnects the Service, Customer shall be liable to satisfy and discharge all outstanding amounts due and pay a reconnect charge of \$25.00 per unit, in addition to any advance payment of Service charges that may be requested by Company at its discretion, before Company will reactivate Service. Company reserves the right to modify the terms of Service as a precondition to reactivating Service. If the Equipment is purchased on an leased purchase basis, Company may take possession of the Equipment, at any time wherever the same may be without legal process and without being responsible for loss and damage.

**8. GUARANTY** - I guarantee jointly and severally the prompt and full payment of all sums now or hereinafter due from the entity shown above, and you may proceed directly against me without the need to proceed first against the above referenced entity.

**9. DOOR-TO-DOOR SALE** - IF THIS IS A DOOR-TO-DOOR SALE, YOU THE BUYER MAY HAVE RIGHTS UNDER APPLICABLE LAW TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF APPLICABLE, SEE THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

Delinquent accounts may be suspended or canceled at the Company's sole discretion; however, charges will continue to accrue until the account is canceled. The Company may bill an additional charge to reinstate a suspended account.

**10. RATES, CHARGES AND PAYMENT DISPUTES** -The Company may issue invoices by email for Service. Monthly Access charges shall be invoiced in advance. Customer is responsible to pay Company, on a timely basis, for charges by Company for Service. If Customer disputes any Service charges, Customer must pay the entire amount set forth in the invoice by the due date and submit a written explanation within forty-five (45) days from the date on the invoice. If Company determines that an error was made on Customer's invoice; Company shall credit Customer's account in the amount of the error. If Customer does not pay the amount in dispute, Company may exercise any remedies it may have under this Agreement for non-payment of Service Charges. Company reserves the right to modify any and all elements of the Service charges at any time and each such modification shall be effective immediately upon Company's communication thereof to Customer. If the sale of the Equipment is on a credit or installment basis and the Customer accepts deliver of the Equipment, the Customer may not return the Equipment or receive a refund or any amounts paid and agrees to continue making payments as required under this Agreement until the Equipment sale price is paid in full.

**11. SERVICE COMMITMENT** The Service Commitment begins on the day your service is activated. If you have contracted for a Service Commitment greater than a month, in exchange you have received certain benefits from the Company. You understand and agree that you now have certain contractual obligations and that the Company's damages arising out of a breach thereof will be difficult, if not impossible, to determine. Therefore, an early termination fee may apply. No Termination Fee will be charged for a termination of service with a month-to-month service commitment; provided, however, that there is no proration of the fixed monthly charge if service is terminated on other than the last day of your billing cycle.

**12. TAXES, FEES, SURCHARGES & ASSESSMENTS** - Customer is responsible for all federal, state, and local taxes, fees, surcharges, and other assessments (collectively "Charges") that are imposed on services, and equipment. Such charges shall include, but are not limited to: excise taxes, sales and transaction taxes; utility taxes; regulatory fees and assessments; universal service assessments. You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items. If you're exempt from some taxes, we need your exemption certificates.

**13. SERVICES; COVERAGE AREAS/DATA SPEEDS** - Coverage areas for Services are subject to change at any time at the sole discretion of the Company. Data speeds represented in all packages are designated to be up to that maximum speed. Speeds may vary depending on time of usage and distance from the basestation.

#### **14. A SPECIAL NOTE CONCERNING MINORS**

Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. The Company recommends that children ask a parent for permission before sending personal information to the Company, or to anyone else online.

**15. CONTENT; INTELLECTUAL PROPERTY RIGHTS** - Company is not a publisher of third party content that Customer may from time to time access through the Web.

#### **16. MEMBER'S ACCOUNT, PASSWORD AND SECURITY**

Members receive a user name, password and account designation upon registration. You and members of your household are the only authorized users of your Company account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify the Company within 24 hours of discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 10MB in size may, at the Company's discretion, be transferred to a compressed temporary file or storage. The Company may delete the temporary file from the server 60 days after notifying you. Any Member Web site exceeding 10MB of disk space or 250MB of data transfer will be billed for excess usage. You may establish a commercial or high-volume account by the Company.

Username, passwords and email addresses are the Company's property and the Company may alter or replace them at any time.

**17. AVAILABILITY OF LIMITED SERVICE.** Service is generally available to wireless modem for the service when within the range of basestations located in the service area. Service is furnished for you or your authorized user. The Company will only accept orders, including those that involve the start-up, change or discontinuance of your service, from you or your authorized agent or other person able to provide certain account information that we require.

#### **18. MONITORING THE SERVICE**

The Company has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if the Company, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Members. Please see our Privacy Policy. The Company may immediately remove your material or information from the Company's servers, in whole or in part, which the Company, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

**19. CUSTOMER RADIO EQUIPMENT** - Company is not responsible for the installation, operation, quality of transmission, or maintenance of the Equipment. Any change in Service or Equipment may require additional programming or Equipment or changes to assigned codes or numbers, which may require programming fees. Company reserves the right to change or remove assigned codes or numbers, which may require programming fees. Company reserves the right to change or remove assigned codes and/or numbers, when such change is reasonably necessary in the conduct of its business. Customer does not have any proprietary interest in such codes or numbers. Although Federal and State laws may make it illegal for third parties to listen to or observe service, complete privacy cannot be guaranteed. Company shall not be liable to Customer or to any third party for any interception or transmission of communications from or on Company's System.

#### **20. DISCLAIMER OF WARRANTIES**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY THE COMPANY, THE COMPANY DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. THE COMPANY HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE COMPANY OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY THE COMPANY OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**21. NO WARRANTY (SERVICE)** - COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. CUSTOMER

ACKNOWLEDGES THAT SERVICE INTERRUPTIONS WILL OCCUR FROM TIME TO TIME, AND AGREES TO HOLD COMPANY HARMLESS FOR ALL SUCH INTERRUPTIONS.

**22. NO WARRANTY (EQUIPMENT)** - COMPANY IS NOT THE MANUFACTURER OF ANY EQUIPMENT. STATEMENTS REGARDING ANY EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY BY COMPANY.

### **23. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **24. INDEMNIFICATION**

Upon a request by the Company, you agree to defend, indemnify, and hold harmless the Company and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses.

### **25. SOFTWARE LICENSE**

The Company grants to each Member a limited, non-exclusive, non-transferable and non-assignable license to install and use the Company access software (including software from third-party vendors that the Company distributes) (in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. Each Member agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose. The Company may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of the Company and the Company's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with the Company and the Company's licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

### **26. WEBSITE USAGE and OTHER WEB SITES**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Company has no control over such sites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by The Company. The Company assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold the Company harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify the Company from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. The Company will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to the Company to use on the Website, will be deemed to be a grant by you to the Company of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

### **27. TERM OF AGREEMENT**

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a Member, to terminate your account.

### **28. TERMINATION**

The Company reserves the right, in its sole discretion, to terminate your account, your password and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to the Company by:

telephone calls directed to Customer Service.

registered or certified mail, return receipt requested addressed to the Company.

Email termination of your basic Internet access account will not be accepted. If your account included space on the Company's servers, anything stored on this space will be deleted upon termination.

### **29. THIRD PARTY BENEFICIARY**

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF THE COMPANY'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO THE COMPANY DESCRIBED HEREIN.

**30. COMPLETE AGREEMENT/SEVERABILITY WAIVER** - This Agreement and the Terms of Sale Agreement set forth all of the agreements between the parties concerning the Service and purchase of the Equipment.

**31. ASSIGNMENT/RESALE/GOVERNING LAW** - This Agreement may be freely assigned by Company to any successor of it or any other firm or entity capable of performing its obligations hereunder, and upon any such assignment, Company shall be released from all obligations to Customer. Customer may not assign this Agreement, or resell the services, which are subject to this Agreement.

**32. MISCELLANEOUS** This Agreement, the terms included in the rate brochure describing your plan and features and any documents expressly referred to herein, make up the complete agreement between you and the Company, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The Company may assign this

Agreement, but you may not assign or transfer this Agreement without the Company's prior written consent. Service is subject to the jurisdiction and regulations of the Federal Communications Commission and state regulatory agencies. Applicable federal and state laws of the state associated with the wireless number will govern this Agreement.

This Agreement, the Acceptable Use Policy, the Privacy Policy, and the Company's other user policies posted on the Company's website constitute the entire agreement between you and the Company with respect to your use of the Service.

The Company may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after the company posts it at its website.

This Agreement is governed by the law of the state in which the Company operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and the Company, and waive your rights to removal or consent to removal.

**33. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE TERMS AND CONDITIONS AND THE PLAN PROVISIONS AND CONDITIONS. I AGREE TO BE BOUND THEREBY.** If agreeing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Billing Name" entered, and I have submitted this application in the capacity indicated as my "Title" there under. If I am representing a corporation, I acknowledge that the execution of this agreement has been authorized by all necessary corporate actions.

## USE POLICY

### 1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of the Internet services ("Service") provided by us (the "COMPANY"), whether you subscribe to the Service or not, and you agree to all the terms set forth herein.

Generally, the Company does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, the Company and its agents reserve the right at their sole discretion to remove any content that, in the Company's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. The Company is not responsible for any failure or delay in removing such content.

In addition, the Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your Company account. You agree to indemnify, defend, and hold the Company harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. The Company is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

### 2. VIOLATIONS

The following constitute violations of the Company's AUP:

- (A) Using the Service to gain unauthorized access to any computer systems.
- (B) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- (C) Using the Service to interfere with access to the Internet by other parties or disrupt the network used by the Company.
- (D) Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
- (E) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- (F) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- (G) Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
- (H) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- (I) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited.
- (J) Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- (K) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- (L) Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- (M) Using the Service to harm minors in anyway.
- (N) Reselling the Service without the Company's authorization.

### 3. DIAL-UP USAGE

All dial-up accounts under the Service are allowed an unlimited number of sessions, however, these are not dedicated access accounts. Automated means of avoiding disconnections due to inactivity are prohibited. Such automated means include electronic or software auto-dialers, programs that maintain an active connection, pinging the mail server, repetitive e-mail checks and any other means currently available or developed in the future. Please refer to our web site or customer service for the current pricing for our accounts and any excess usage charges.

### 4. REVISIONS BY THE COMPANY OF THIS AUP

The Company reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement.

Accepted

Print

Date