

## Acceptable Use Policy

As a provider of Internet access and other Internet-related services, AirCell offers its customers (also known as subscribers), the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. AirCell respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, AirCell reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, AirCell has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing AirCell's services. This AUP will be revised from time to time. A customer's use of AirCell's services after changes to the AUP are posted on AirCell's web site, AirCell.us, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that AirCell cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because AirCell cannot monitor or censor the Internet, and will not attempt to do so, AirCell cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that AirCell does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over AirCell's network and may reach a large number of people, including both subscribers and nonsubscribers of AirCell, subscribers' postings to the Internet may affect other subscribers and may harm AirCell's goodwill, business reputation, and operations. For these reasons, subscribers violate AirCell policy and the service agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

- **Spamming** - Sending unsolicited, commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward AirCell, but also because it can overload AirCell's network and disrupt service to AirCell subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, AirCell has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
- **Intellectual Property Violations** - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals,

corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. AirCell is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also AirCell's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

- **Obscene Speech or Materials** - Using AirCell's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. AirCell is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through AirCell's network.
- **Defamatory or Abusive Language** - Using AirCell's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- **Forging of Headers** - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- **Illegal or Unauthorized Access to Other Computers or Networks** - Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
- **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- **Facilitating a Violation of this AUP** - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- **Export Control Violations** - Exporting encryption software over the Internet or otherwise, to points outside the United States.
- **Usenet Groups** - AirCell reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.
- **Other Illegal Activities** - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- **Reselling**. Subscribers may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without AirCell's prior written consent.
- **Excess Utilization of Network Resources**. The excessive use or abuse of AirCell's network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in AirCell's sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, or continuous FTP uploading or

downloading. In the event that you violate the terms of this provision AirCell may, without limitation, restrict your access to AirCell network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply.

- **Other Activities** - Engaging in activities, whether lawful or unlawful, that AirCell determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. AirCell will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with AirCell policy or applicable law. When AirCell becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

AirCell also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, AirCell urges its subscribers to assume that all of their on-line communications are insecure. AirCell cannot take any responsibility for the security of information transmitted over AirCell's facilities.

AirCell will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. AirCell may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, AirCell may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. AirCell assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, AirCell may disclose subscriber information or information transmitted over its network where necessary to protect AirCell and others from harm, or where such disclosure is necessary to the proper operation of the system.

We hope this AUP is helpful in clarifying the obligations of Internet users, including AirCell and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [abuse@AirCell.us](mailto:abuse@AirCell.us).