

## PDSWireless - Internet Acceptable Use Policy

**Important Note:** Precision Data Solutions, LLC ("PDSWireless") may revise this Acceptable Use Policy (the "Policy") from time to time without notice by posting a new version of this document on the PDSWireless' Web site at <http://www.pdswireless.com> (or any successor URL(s)). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of the PDSWireless Internet Service should regularly visit our web site and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy and complaints of violations of it by PDSWireless customers and users can be directed to <http://www.pdswireless.com/>.

It is PDSWireless' intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of the PDSWireless Internet service (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the PDSWireless Internet Subscriber Agreement (the "Subscriber Agreement"). All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

It is the responsibility of all PDSWireless Internet customers and all others who have access to PDSWireless' network ("customer," "you," or "your"), to comply with this AUP and all PDSWireless policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other PDSWireless policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify PDSWireless so that your account may be closed.

**Note:** PDSWireless reserves the right to immediately terminate the Service and the Subscriber Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the PDSWireless Equipment or Service in a way which is contrary to any PDSWireless policies or any of PDSWireless' suppliers' policies. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

### Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the PDSWireless Equipment to:

- i. Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- ii. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- iii. access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;
- iv. use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- v. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- vi. copy, distribute, or sublicense any software provided in connection with the Service by PDSWireless or any third party, except that you may make one copy of each software program for back-up purposes only;
- vii. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- viii. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any PDSWireless (or PDSWireless supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any PDSWireless (or PDSWireless supplier) facilities used to deliver the Service;
- ix. resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-PDSWireless local area network or wide area network;

- x. connect multiple computers behind the Customer Premise Equipment (CPE) to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;
- xi. transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- xii. send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;
- xiii. distribute programs that remove locks or time-outs built into software (cracks);
- xiv. run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- xv. initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;
- xvi. participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- xvii. collect responses from unsolicited messages;
- xviii. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- xix. service, alter, modify, or tamper with the PDSWireless Equipment or Service or permit any other person to do the same who is not authorized by PDSWireless;
- xx. connect the PDSWireless Equipment to any computer outside of your Premises;
- xxi. collect, or attempt to collect, personal information about third parties without their consent;
- xxii. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and
- xxiii. violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

## Security

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. PDSWireless recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by PDSWireless and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

## Inappropriate Content and Transmissions

PDSWireless reserves the right, but not the obligation, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither PDSWireless nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, PDSWireless and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

## Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference PDSWireless or the PDSWireless network (e.g. by including "Organization: PDSWireless" in the header or by using an IP address that belongs to PDSWireless or the PDSWireless network) in any unsolicited e-mail even if that e-mail is not sent through the PDSWireless network or Service.

PDSWireless is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. PDSWireless is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at PDSWireless' sole discretion. In the event that PDSWireless believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any

misleading, fraudulent, or other improper or illegal purpose, PDSWireless (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, PDSWireless may at any time reserve any identifiers on the Service for PDSWireless' own purposes.

## **Instant Messages and Video Messages**

Users alone are responsible for the contents of their instant messages and video messages and the consequences of any such messages. PDSWireless assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages or video messages.

## **Bandwidth Allotments**

PDSWireless provides a connection to the Internet. The residential and business packages are in no way an "unlimited" type service and the transfer allotments are as follows:

### **Residential:**

|          |         |
|----------|---------|
| Basic    | 20GB/mo |
| Enhanced | 40GB/mo |
| Premier  | 60GB/mo |

### **Business:**

|                 |          |
|-----------------|----------|
| Small Office    | 40GB/mo  |
| Small Business  | 60GB/mo  |
| Medium Business | 120GB/mo |

Any usage exceeding these limits may be charged \$5.00 per Gigabyte or any portion over a Gigabyte. Use of the service in excess of these monthly allotments is excessive use and is a violation of this Policy. PDSWireless shall determine at its sole discretion the data consumption for service accounts and are final.

## **Network, Bandwidth, Data Storage and Other Limitations**

PDSWireless may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of PDSWireless) an overly large burden on the network. In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede PDSWireless' ability to deliver and provide the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all PDSWireless network, bandwidth, and data storage and usage limitations. You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, PDSWireless may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels.

In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the Point-to-Point Protocol over Ethernet ("PPPoE"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than PPPoE unless you are subject to a Service plan that expressly permits otherwise.

## **Violation of Acceptable Use Policy**

PDSWireless does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although PDSWireless has no obligation to monitor the Service and/or the network, PDSWireless and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and PDSWireless users.

PDSWireless prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that PDSWireless or its suppliers, in their sole discretion, believe violate this AUP, PDSWireless or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither PDSWireless nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not PDSWireless' exclusive remedies and PDSWireless may take any other legal or technical action it deems appropriate.

PDSWireless reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on PDSWireless' servers and network. During an investigation, PDSWireless may suspend the account or accounts involved and/or remove or block

material that potentially violates this Policy. You expressly authorize PDSWireless and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include PDSWireless providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, PDSWireless is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of PDSWireless or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless PDSWireless and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted PDSWireless policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

I have read and understand the above Policy. Please Initial here: \_\_\_\_\_