

Version

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IPACKET NETWORKS

Acceptable Use Policy

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Purpose of the Acceptable Use Policy

Updated: January 1, 2011 (Prior Versions)

IPacket's Acceptable Use Policy ("AUP") serves to ensure that IPacket's customers and visitors conduct themselves in accordance with IPacket's standards and the law so that IPacket can provide you, other customers, and visitors with high-quality and respectable services.

IPacket's General Policy

By using and accessing IPacket's websites, YOU AGREE that you have read this AUP, understand IPacket's AUP, and will comply and abide by the terms set forth in the AUP and all other IPacket Policies, including as they are amended. Please consult the AUP, and all other IPacket Policies to see whether they have been updated. It is also important to review the acceptable use policies of other sites, as you may be subject to more than one acceptable use policy at a time.

IF YOU CHOOSE NOT TO BE BOUND BY THE TERMS SET FORTH IN THE AUP OR OTHER IPACKET POLICIES, YOU SHOULD IMMEDIATELY CEASE USING IPACKET'S SERVICES AND NOTIFY IPACKET SO THAT IPACKET MAY CLOSE YOUR ACCOUNT.

What Constitutes a Violation of the AUP?

The following is a non-exhaustive list of examples of the type of conduct that violates IPacket's AUP:

- Violating any applicable law, rule, regulation, or order, whether it be derived from local, state, federal, or international law;
- Violating any IPacket Policy, rule or guideline;

- Disseminating, storing, posting, distributing or transmitting content that is illegal, slanderous, libelous, defamatory, obscene, abusive, incites violence, or that is otherwise offensive or actionable;
- Engaging in fraudulent, defamatory, obscene or deceptive conduct;
- Inflicting or attempting to inflict harm upon a minor;
- Obtaining, storing, distributing, posting, hosting, possessing, or transmitting child pornography or other unlawful materials;
- Conducting, participating in, facilitating, or conspiring to participate, conduct or facilitate, a pyramid or other illegal soliciting scheme;
- Engaging in conduct that invades the privacy of another (i.e. intercepting e-mails and/or redirecting e-mails sent by or to others), harasses another, or otherwise infringes upon or violates the rights of another;
- Accessing, or attempting to access, the accounts, computer systems of others:
 - Without permission or right to do so;
 - To spoof the URL, DNS or IP addresses of IPacket or any other entity; or,
 - To infiltrate the security and/or network of IPacket;
- Collect and/or store the personal information of other customers or IPacket website visitors;
- Utilizing an IP address that was not assigned to you by IPacket while using the services of IPacket;
- Transmitting uninvited solicitations or communications, data, spamming, or similar activities;
- Using the services of IPacket to introduce or transmit viruses, torrents, Trojan horses, cancelbot, bomb, key, or other harmful codes on the internet;
- Engaging in conduct that is harmful to IPacket's network, the internet, or other internet users;
- Inhibiting or interfering with the ability of any other person to use or enjoy their IPacket services, products, or equipment;

- Modifying any medium used to provide IPacket services , regardless of whether the medium is owned or leased by you, in order to commit theft of service, provide IPacket's service to a third party, or for any other reason;
- Violating IPacket's or a third party's proprietary or intellectual property rights, including but not limited to, patents, copyrights, servicemarks, trade secrets and trademarks; and,
- Attempting to engage in any of the activities or conduct set forth above.

Using IPacket's Services for Illegal Purposes

IPacket strictly prohibits the use of its services for any illegal purpose. By using IPacket's services, you agree to only use such services in accordance with all applicable laws, rules, regulations, and orders. You agree and acknowledge that the use of IPacket's services to distribute, receive, retrieve, store, or transmit information or items that violates the law or is in furtherance of a criminal enterprise is prohibited and is a violation of the AUP.

Hacking and Unauthorized Use of IPacket Services

IPacket prohibits you from monitoring, or attempting to monitor, any information on any network or system without first obtaining the authorization of such network. IPacket prohibits the use of software or other tools created for the purpose of compromising security, infiltrating networks, security, or computers, or guessing passwords or passcodes. You agree that you will not engage in activities or conduct that interferes with the use and enjoyment of the internet or IPacket's services. IPacket's services, products, and/or equipment may not be used to circumvent the security, authentication or authorization safeguards of any account, host or network. You shall not attempt to crash the network, or further a denial of service attack or otherwise attempt to flood or overload the system. You may not intentionally or negligently transmit files that contain a computer virus, torrents, Trojan horse, worms, corrupted data, or engage or attempt to engage in other similar activities.

E-mail and Message Board Conduct

IPacket prohibits the use of its services for the sending of bulk e-mails, spam, unsolicited commercial e-mails, e-mails that violate IPacket's AUP or any other applicable acceptable use policy, mail bombing, collecting responses from unsolicited bulk e-mail, e-mail relay.

Upon the voluntary or involuntary termination of the services of IPacket, all user identifications, user names, and associate e-mail addresses are subject to immediate reuse. E-mails contained in the mailboxes of such e-mail address shall be deleted or

held in a locked state. If held, IPacket shall follow its normal policies and procedures regarding the deletion, holding, or release of such information. IPacket has no responsibility, duty, nor obligation to allow the use of a certain user identification, user name, or e-mail address after the termination or disconnection of its services.

Protection of Copyrights and Intellectual Property

IPacket strives to protect and respect the copyrighted and intellectual property of third parties and comply with the laws governing such matters, such as the Copyright Act and the Digital Millennium Copyright Act, among others. Accordingly, IPacket prohibits you from storing, posting, copying, transmitting, or disseminating via IPacket's systems or services any content or information that infringes upon the intellectual or proprietary rights of another, including IPacket.

Responsibility for Protecting Your Intellectual Property

You agree to take any action that is necessary or reasonable to protect your intellectual property rights for any work created for your own use. You agree that you will obtain appropriate and adequate licenses, patents, copyrights, or other stops to protect your intellectual property.

Customer's Responsibility to Determine if Information is in Public Domain

You agree to be aware of copyright and intellectual property right laws regarding obtaining, storing, creating, sharing, transmitting and distributing information or items. You also agree that you will take the appropriate steps to obtain any necessary license or authorization to use the intellectual property of another, including but not limited to, downloading files, posting such information or item on a website, copying such information or item, or transmitting such information or item.

It is the sole responsibility of the customer, account holder, or visitor to determine whether an item or document is in the public domain. The customer, account holder, subscriber, or visitor assumes the complete risk of storing, disseminating, copying, manipulating, or using all information or items. IPacket assumes no responsibility for such conduct.

Consequences for Infringing upon a IPacket's or Third Party's Intellectual Property Rights

In accordance with applicable law, IPacket may warn, suspend or terminate IPacket services provided to any subscriber, customer, or account holder who IPacket, in its sole discretion, deems to have violated the intellectual property rights of another. IPacket retains these same rights as to repeat infringers of intellectual property rights.

IPacket reserves the right to take such other action as IPacket, in its sole discretion finds appropriate to ensure its services are not being used to further the unlawful and/or improper use of infringing upon another's copyright, patent, trademark or other intellectual or proprietary rights.

Procedure if You Believe Your Intellectual Property Rights Have Been Infringed Upon

If you believe in good faith that IPacket should be notified of a potential copyright infringement occurring on IPacket's system regarding your intellectual property rights, contact IPacket using the information below and ask to speak to the designated Copyright Agent or by sending an e-mail to our designated Copyright Agent at: CorporateAffairs@IPacketnet.com. Please be advised, that you may be asked to provide certain information including, but not limited to the following:

- Information sufficient to adequately identify the work you claim to have been infringed upon;
- Information sufficient to adequately identify the work that is infringing upon the intellectual property;
- Information identifying the individual and/or entity allegedly infringing upon the intellectual property, if known;
- Your contact information, which you will update if needed;
- A signed and sworn statement under the penalty of perjury that you:
 - Believe in good faith that the work is being used in a manner not authorized by the copyright owner;
 - Are providing a Copyright Infringement Notice that is true and correct;and,
 - Are the owner of an exclusive right that you believe in good faith to have been infringed or you are authorized to act on behalf of such owner?

Upon receipt of such information IPacket will remove the work alleged to be infringed and notify the individual and/or entity that holds the account or IP address posting, transmitting, disseminating or otherwise using the alleged infringed work. The alleged infringer shall have the opportunity to submit a counter Copyright Infringement Notice if he or she believes in good faith that the allegation of copyright infringement is false. However, IPacket will only allow the information to remain available through the use of its services upon the provision of a court order, settlement agreement, or other sufficient evidence of the resolution of the private dispute between the two parties regarding the alleged copyright infringement.

In addition, you must ensure that you follow the appropriate procedures to protect your rights under the Digital Millennium Copyright Act. The procedure for such providing adequate notification is set forth in 17 U.S.C. § 512(c)(3).

Responsibility for Content Derived from Your Account or IP Address

You agree that you are solely responsible for the content and information that is transmitted or disseminated from your account information or IP address. It is your sole responsibility to ensure that the content and information being stored, disseminated, transmitted and distributed complies with all applicable laws, rules, orders, regulations, binding authority and IPacket's Policies. In addition, you agree that it is your sole responsibility, and not the responsibility or duty of IPacket, to ensure that the content and information being sent is appropriate for the recipient of such information.

You agree and consent to IPacket removing, moving, and/or refusing to post content or information it deems in its sole discretion to be, in whole or in part, in violation of the an applicable law, rule, order, regulation, binding authority, the AUP or any other IPacket Policy.

Limitations of Use

You agree that your usage of data storage, e-mail storage and bandwidth, will not exceed the parameters of the plan to which you have subscribed. IPacket may notify you that your use is exceeding the parameters of your current plan and request that you upgrade or reduce your usage, and may also utilize other remedies such as the suspension or termination of your IPacket services, among others. You also agree to ensure that your use will not interfere with the enjoyment and use of others with regard to IPacket's services and will not overburden IPacket's network.

IPacket Services for Personal/Residential Use Only

You agree that IPacket's services shall be used solely for personal and residential purposes and not for commercial purposes, including for-profit and non-profit entities and sole proprietorships. Should such services be required, you agree to contact IPacket and ask to speak to a Business Account Services Specialist so that an account compliant with IPacket's policies may be created.

Servers May Not Be Used in Connection with IPacket Services

You agree that you will not maintain and/or operate, or authorize another individual or entity to maintain and/or operate a server or similarly functioning software or

equipment in conjunction with IPacket's services. Should such use be necessary, authorization may be permitted under certain circumstances. You must obtain authorization before engaging in this type of use of IPacket's services.

Responsibility for Misusing IPacket's Services

You are charged with the responsibility of taking reasonable and necessary precautions to avoid unauthorized access to your account, IP address, and IPacket's services. Accordingly, you are subject to being held responsible for any misuses of IPacket's services that occur through the use of your account or IP address. IPacket strongly recommends that you obtain and regularly review mechanisms put in place to assist in the security of important information to reduce the risk of unauthorized access. Minimizing and monitoring those who have access to IPacket's services through your computer, cable or other IPacket service, installing passwords on your computer, purchasing virus and anti-spyware software, and firewalls, are among the methods that may assist in beginning to protect your IPacket services from potential misuses.

Responsibility for Security

IPacket does not guarantee, covenant, or warrant and assumes no liability for the security and integrity of any data or information distributed, received, stored, or transmitted by a customer or visitor over the Internet. You agree that you are solely responsible for the security of any device, hardware, or software, connected to the Internet. You further agree it is your sole responsibility to protect your devices, hardware, software, data, information, and other items you deem important from threats, including but not limited to such as viruses, torrents, spam, worms, Trojan horses, and other harmful codes. You agree to be responsible for enabling the security of any wireless network and the use of an unsecured wireless network is prohibited. In addition, you also agree that IPacket is authorized to detect whether you are using an unsecured wireless network, and to notify you and request that you enable the security on the wireless network device.

Monitoring Compliance with AUP

Although not required, IPacket may monitor your compliance with its AUP and other policies if it holds a good faith suspicion that a customer or visitor of IPacket's services or website may have violated or be in violation of the AUP or any other IPacket Policy. IPacket's failure to enforce the AUP or any other IPacket Policy upon a violation shall not constitute a waiver of its rights to enforce the AUP or any other IPacket Policy. IPacket is not responsible for verifying, warranting, or validating the integrity or accuracy or quality of information it may receive, disseminate, or transmit. In addition, you recognize and agree that communications and content are subject to disclosure under certain laws, such as Communications Assistance for Law Enforcement Act, as amended.

By and through continuing your use of IPacket's services, YOU AGREE that IPacket has the right, but not the duty, to monitor use and refuse, delete and/or move content available on IPacket's services that violates the terms of the AUP or any other IPacket Policy. Should you have a complaint regarding IPacket's AUP, please contact us by sending an e-mail to: CorporateAffairs@IPacketnet.com with "AUP Complaint" in the subject line.

IF YOU CHOOSE NOT TO BE BOUND BY THE TERMS SET FORTH IN THE AUP OR OTHER IPACKET POLICIES, YOU SHOULD IMMEDIATELY CEASE USING IPACKET'S WEBSITE AND SERVICES AND NOTIFY IPACKET SO THAT IPACKET MAY CLOSE YOUR ACCOUNT.

Consequences for Violating IPacket's AUP or Other Policies

IPacket takes compliance with the AUP very seriously and a violation of any term of this AUP may result in the immediate suspension or termination of your access to IPacket's services and/or your IPacket account. In addition, IPacket retains and reserves the sole discretion to deny and restrict access and service if the use of IPacket's service by you or anyone using your account, in IPacket's sole discretion: (1) violates the AUP or any other IPacket Policy; (2) is objectionable or unlawful; or (3) interferes in the use or function of IPacket's services, network, the use of other visitors or customers.

Please be advised that the foregoing does not constitute an exhaustive list of the actions IPacket may take in the event it reasonably and in good faith believes that a violation of the AUP or other IPacket Policy has occurred. In addition, suspension and/or termination of IPacket's services do not constitute exclusive remedies and shall not affect any other rights IPacket may have and obligations you may have under this AUP, other IPacket Policies or other contracts and agreements entered into between you and IPacket. IPacket shall have no liability in the event IPacket's services are suspended or terminated in accordance with the AUP or another IPacket Policy.

Contact Us

Should you have questions regarding IPacket's AUP or any other policy, please contact us using any of the following methods:

- Email: CorporateAffairs@IPacketnet.com
- Telephone Contact: (866) 806-0719
- Written Correspondence to:
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ATTN: Corporate Affairs
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