

MEGAPATH ACCEPTABLE USE POLICY

Note: MegaPath reserves the right to make changes to this Acceptable Use Policy from time to time at its sole discretion. Customer is solely responsible for complying with the terms of any such modified Acceptable Use Policy. The current version of the Acceptable Use Policy can be found at <http://www.megapathwholesale.com/about/legal-notices>.

This Acceptable Use Policy (“**Policy**”) describes actions by Users that are prohibited by MegaPath. “**Users**” means any user of the Internet related services (“**Services**”) that are provided by MegaPath pursuant to the Customer Agreement (which Users must accept as a condition to receiving any Services from MegaPath). User acknowledges and agrees that this policy may be revised from time to time by MegaPath at its discretion, with any such modifications effective when the revised Policy is posted to <http://www.megapathwholesale.com/about/legal-notices>. In addition, all Users must comply with the then-current industry standard acceptable use policy set forth at <http://www.ipservices.att.com/policy.html>, or such other acceptable use policy web sites as set forth from time to time by MegaPath. To the extent these third-party acceptable use policies conflict with this Policy, the terms of this Policy will prevail. MegaPath may in its sole discretion determine whether a User is in violation of this Policy. As specified below, MegaPath believes that illegal usage, abusive usage and/or use of the Services to interfere with other Users’ enjoyment of the Services is unacceptable. In the event that you believe that you have been a victim of abusive or illegal usage of the Services, please contact abuse@megapath.com.

Illegal Use Prohibited. The Services may only be used for lawful purposes and may not be used for any illegal use or any use that may result in civil or criminal liability. Unlawful uses include, without limitation, effecting or participating in any of the following activities via the Services provided by MegaPath:

- (i) storing, posting or transmitting unlawful materials, e-mail or information;
- (ii) storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- (iii) storing, posting or transmitting defamatory, libelous, slanderous or scandalous materials, email or information;
- (iv) storing, posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind;
- (v) storing, posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
- (vi) storing, posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- (vii) storing, posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;
- (viii) storing, collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; and
- (ix) collecting, without adequate security and a legitimate purpose (as determined by MegaPath), any of the following: (a) information from Users under the age of sixteen (16) without consent from such Users’ parents or legal guardians; (b) User’s personal health information or personal

financial information without informed consent from such User; or (c) other personal information without the advising the User.

Abusive Use Prohibited. The Services may not be used for abusive purposes, as determined by MegaPath. Abusive purposes include, without limitation, effecting or participating in any of the following activities via the Services provided by MegaPath:

- (i) posting five (5) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
- (ii) posting to any Usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles which are off-topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list;
- (iii) sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;
- (iv) falsifying User information provided to MegaPath or to other Users of the Services; and
- (v) engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through an account provided by MegaPath, re-mailer, or otherwise through the Services or using an account provided by MegaPath as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the provider of Services or its supplier.
- (vi) operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both MegaPath's network and the User's personal account to fraudulent and abusive use by third parties. User hereby acknowledges and agrees that it will not operate servers with in an open relay configuration. If a User requires assistance in determining the configuration of the User's server and/or instructions to secure a server the User may contact: abuse@megapath.com.

Interfering With Other Users Prohibited. No User shall interfere with any other person's use of the Services or the Internet by effecting or participating in any of the following activities via the Services provided by MegaPath:

- (i) restricting or inhibiting any other User or any other person from using and enjoying Services and/or the Internet;
- (ii) posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component;
- (iii) without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring data or traffic, (c) probing, scanning, testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
- (iv) conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- (v) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or

- (vi) mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

Remedies. Violation of this Policy may result in civil or criminal liability, and MegaPath may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the Services and charge User any applicable cancellation or termination fee. In addition, MegaPath may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to MegaPath stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. MegaPath's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of MegaPath's rights.