

Webhiway Communications LLC

Acceptable use agreement

The use and access of Webhiway Communications services constitute agreement to the following:

When you use the Services for Internet access, you must protect the Webhiway network by either disabling or password protecting file and print sharing on your computer(s) or have a firewall solution that prohibits unauthorized access to your computer. When using the Service, you may not:

- 1** restrict or inhibit any other user from using the Internet;
- 2** post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, 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 U.S. export control laws and regulations;
- 3** post or transmit any information or software that contains a virus, trojan horse, worm or other harmful component;
- 4** post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through Services for commercial purposes;
- 5** upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or rightholder;
- 6** upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as Services are copyrighted as a collective work under U.S. copyright laws;
- 7** remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms & conditions for use of a work;
- 8** avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;
- 9** send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail;
- 10** send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mailbombing");
- 11** make any unauthorized attempt to gain access to any account or computer resource not belonging to that user
- 12** attempting to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, attempting to impersonate any person or using forged headers or other identifying information.
- 13** engage in conduct which interferes with Webhiway's ability to provide the Services or interferes with the rights of others including, but not limited to hacking, circumvention of user authentication or security of any host network, or account, "denial of service" attacks (port scans, flooding of networks, deliberate overload attempts, etc.);
- 14** scan or probe the security of the Webhiway or any other network for any purpose whatsoever by the use of packet sniffers, siphons, decoders or other methods;
- 15** obtain or attempt to obtain Services by any means or device with intent to avoid payment;
- 16** unauthorized access, alteration, destruction, or any attempt, of any information of any Webhiway customers or end-users by any means or device;
- 17** use Webhiway's products and services to interfere with the use of the Webhiway network by other customers or authorized users;
- 18** violate the law or aid another in any unlawful act;
- 19** resell the Services or any other Webhiway service to any third parties without prior express written consent from Webhiway;
- 20** engage in any commercial or business activities using a residential account without prior express written consent from Webhiway;
- 21.** run programs or servers that provide network services to others through the Services which includes, but is not limited to, web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums;
- 22** You are responsible for ensuring that your usage of the Services does not improperly restrict, degrade or adversely affect any other user's use of the Services, nor represent, in Webhiway's sole judgement, an unusually large burden on the network itself. You must comply with the then current bandwidth, data storage

and other limitations on the Services. If Webhiway determines that your account is exceeding the bandwidth limits, you will be notified by mail or e-mail. If the excess use continues for more than 10 days, the Services may be suspended or terminated. If excessive bandwidth utilization is determined by Webhiway to adversely affect Webhiway's ability to provide the Services for its other customers, immediate action may be taken to alleviate the problem. In such event, you will be notified by mail, phone call or e-mail as soon as practicable.

23 Except for information, products or services clearly identified as being supplied by Webhiway, Webhiway does not operate or control any information, products or services on the Internet.

24 The Internet contains unedited materials that may be offensive or objectionable to you. You access these materials at your own risk. Webhiway has no control over and accepts no responsibility for these materials. Customer may wish to utilize software designed to limit access to certain material on the Internet.

25 YOU UNDERSTAND THAT YOU MAY BE HELD LIABLE BOTH UNDER CIVIL AND CRIMINAL LAW FOR INFRINGEMENTS OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. YOU MAY BE HELD LIABLE FOR ALL ACTUAL DAMAGES AND PROFITS, ATTORNEY'S FEES, COSTS, OR THE COURT MAY AWARD STATUTORY DAMAGES UNDER THE COPYRIGHT ACT. CRIMINAL LIABILITY CAN ALSO INCLUDE FINES AND IMPRISONMENT.

26 Webhiway may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If Webhiway denies you access to the Services pursuant to this Section, you will have no right: (i) to access through Webhiway any materials stored on the Internet, or (ii) to access third party services, merchandise or information on the Internet through Webhiway, and Webhiway will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

27 Webhiway has no obligation to monitor the Services. You agree that Webhiway has the right to monitor the Services electronically from time to time, and you consent to Webhiway's access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate the Services properly, to improve the Services, or to protect itself or its customers. Webhiway reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement.

28 If you wish to make purchases on the Internet, you may be asked by the merchant or service provider from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Internet for the purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Internet set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when the charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Internet.

29 INDEMNIFICATION - Customer understands the services provided by Webhiway are on a "best effort" basis and customer is not entitled to any damages arising from service outages, network conditions, acts of god or any other service related issues. Customer further understands wireless communications are subject to interference and agrees to hold Webhiway harmless of any claims or liability arising from connectivity issues. Webhiway will NOT be responsible for any loss of revenues, or any other risks associated with the use of internet services and customer uses such services at their own risk and assumes all responsibility for any loss incurred.

Customers using VOIP (voice over internet protocol) services understand the same risks apply to VOIP phone services and understand the risks and issues regarding 911 services and differences between traditional land line services and VOIP service. VOIP customers agree to be bound to the acceptable use policies for Webhiway VOIP service located on the Webhiway website.

30 EQUIPMENT - equipment installed at the customer premises to provide access to the webhiway network is the property of Webhiway Communications LLC, Webhiway will replace the equipment at no charge should the equipment be damaged by lightning or an act of God. Customer is liable for damage caused by abuse or neglect. Installation charges are solely labor charges, it does not transfer any right of ownership of equipment used on the Webhiway network. Installation charges are non-refundable. Webhiway retains the right to seek legal action to recover any equipment should the need arise.

If you do not agree to be bound by the forgoing acceptable use agreement you must discontinue the Webhiway service and return all equipment.