

**ACCEPTABLE USE POLICY**  
**ISP Management, Inc.**  
**Technology Network Communication (TNC) Access LLC**

ISP Management, Inc., ISP Wireless Group, Inc. and Technology Network Communication Access LLC hereafter referred to “ISP” reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other ISP policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the ISP network by the ISP or other users, or violates the terms of this Acceptable Use Policy (“AUP”).

Without limiting the above described policy, the following are examples of conduct which may lead to termination of your Service. It is a violation of the Agreement and this AUP to:

- (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of the ISP or any other entity, or to penetrate the security measures of the ISP or any other person’s computer system, or to attempt any of the foregoing;
- (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, “spamming”, “flaming” or denial of service attacks;
- (c) intercept, interfere with or redirect email or other transmissions sent by or to others;
- (d) introduce viruses, worms, harmful code or Trojan horses on the Internet;
- (e) post off-topic information on message boards, chat rooms or social networking sites;
- (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive;
- (g) violate the ISP’s or any third party’s copyright, trademark, proprietary or other intellectual property rights;
- (h) engage in any conduct harmful to the ISP network, the Internet generally or other Internet users;
- (i) generate excessive amounts of email or other Internet traffic;
- (j) use the Service to violate any rule, policy or guideline of the ISP;
- (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or
- (l) “Denial of service” attack, which is using the system in any way that denies other users resources from the system. These attacks include, but are not limited to, excessive disk

space usage, excessive memory usage, and programs that are recursive in nature so that they will fill a process table. Programs or processes designed to enable a user to stay connected while idle are strictly prohibited.

In regard to the interactive account policies specifically, the following is prohibited:

- (a) annoying, slandering, or threatening other users;
- (b) running programs that attach to unauthorized network ports without permission;
- (c) attempting to bypass system accounting, record keeping, or account limitations in order to gain services freely. This will be considered theft of services and will be prosecuted as such.
- (d) advertising for businesses (sole-proprietorship, partnership, or corporations) on accounts that are not set up for advertising;
- (e) direct mailing and unsolicited postings of advertisements, unless a particular forum is specifically sanctioned for advertising;

There will be a \$150.00 cleanup fee for sending unsolicited messages to either Usenet News Groups or e-mail. The Customer is also responsible for any damages that ISP incurs as a result of unsolicited messages.

The ISP respects the intellectual property rights of third parties. Accordingly, you may not store any material or use the ISP's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act ("DMCA"), it is the ISP's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, the ISP expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if the ISP, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights the ISP may have under law or contract. This AUP specifically incorporates any and all provisions of the ISP's DMCA Policy.

The ISP may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that the ISP shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.