

WAVE.BAND Acceptable Use Policy

WAVE.BAND, as a provider of your Internet access and other Internet-related services, enable you and others using your account to receive and send a great amount of public, private, commercial, and non-commercial information and to interact with a large number of people. WAVE.BAND encourages this free flow of information and the benefits it provides, and so we do not actively monitor your use of the Service under normal circumstances except for measuring the network performance and preparing billing records. This Acceptable Use Policy (AUP) supplements and explains certain terms of the Service Agreement and is intended as a guide to your rights and obligations when using WAVE.BAND's services. The goals of the Acceptable Use Policy include the following:

To ensure reliable service to all of our subscribers.

To ensure the security and privacy of our network and the networks and computers of others.

To comply with existing federal, state and local laws, ordinances and regulations.

To maintain our reputation as a responsible service provider.

To encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.

To preserve the value of Internet resources as a conduit for free expression and exchange of information.

To preserve the privacy and security of individual subscribers.

When you obtain information through the Internet, you must keep in mind that WAVE.BAND cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment about relying on information obtained from the Internet, and you should also be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Furthermore, WAVE.BAND cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over WAVE.BAND's network and may reach a large number of people, including other WAVE.BAND subscribers and non-subscribers, postings to the Internet may harm WAVE.BAND's goodwill, business reputation, and operations. For these reasons, you will be held in violation of the Acceptable Use Policy and the Service Agreement if you engage in any of the prohibited activities listed below. Although we do not expect any of our subscribers to engage in a

prohibited activities, each subscriber is contractually obligated to abide by this Acceptable Use Policy when using the Service and to ensure that others whom they permit to access the Service through their account likewise comply. If your account is used to violate the Acceptable Use Policy, we reserve the right to terminate your account with or without notice. We prefer to advise you of inappropriate behavior and any necessary corrective action, however flagrant violations of the Acceptable Use Policy will result in termination. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time. WAVE.BAND retains the right to revise, amend, or modify the Acceptable Use Policy, the Service Agreement and other policies and agreements at any time, and any such modification shall be automatically effective for all customers when adopted by WAVE.BAND.

Lawful Use You must use the Service in strict accordance with all federal, state and local laws, ordinances and regulations. You may not use the Service to assist any other person or entity to violate any federal, state or local laws, ordinances or regulations. For example, prohibited activities may include but are not limited to: transmittal of unlawful content, intentionally spreading computer viruses, gaining or attempting to gain unauthorized access to any network, including WAVE.BAND' network infrastructure, conducting or participating in illegal gambling, and soliciting for "pyramids" or other illegal schemes. Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements; material which violates the privacy rights or property rights of others (copyrights, trademarks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities); and exporting encryption software over the Internet or otherwise to points outside the United States. WAVE.BAND is required by the Digital Millennium Copyright Act (DMCA) and other laws to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also WAVE.BAND's policy to terminate the accounts of customers who commit repeat violations of copyright laws. When necessary to properly operate the Service, to protect WAVE.BAND' rights or the rights of third parties, or as may be required by law, regulation, government agency or court order, we may disclose certain information, including records concerning your account.

Network Abuses – Consuming excessive network resources. The Service is intended for residential use for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Because the Service operates on shared network resources, you may not use resource intensive programs that negatively impact other subscribers or the performance of WAVE.BAND systems or networks. Using your account for high volume or commercial use is prohibited. WAVE.BAND will notify you if we detect excessive resource consumption through your account, and failure to take corrective action will result in termination of your account. **Reselling the Service.** Reselling the Service without WAVE.BAND' written authorization is prohibited. You are authorized to share your connection within your residence, but sharing your connection with other residences is a violation of the Acceptable Use Policy.

Servers and Proxies. You may not run on WAVE.BAND' network any program that makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, file servers, web servers and IRC bots. Unauthorized access. Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system is prohibited. Also prohibited is any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity). You may not use any of our services not included in your account, nor devise ways to circumvent security in order to access services you are not paying for.

Network disruptions and malicious activity. Using the Services for any activity which adversely affects the ability of other people or systems to use the Service or the Internet is prohibited. This includes "denial of service" attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.), and "mail bombing" (i.e. flooding a user or site with large or numerous email messages).

Electronic Mail Your WAVE.BAND account gives you the ability to send and receive electronic mail. Misuse of electronic mail includes the following activities: "Spamming" and "Junk Mail." Sending unsolicited bulk and/or commercial messages or other advertising material, informational announcements, charity requests, petitions for signatures, and political or religious tracts over the Internet to individuals who did not specifically request such material, who were not previous customers of yours, or with whom the you do not have an existing business relationship is prohibited. These activities are harmful because of their negative impact on consumer attitudes toward WAVE.BAND, and because they can overload WAVE.BAND's network and disrupt service to WAVE.BAND subscribers. Harassment. It is prohibited to use e-mail to engage in harassment, whether through language, frequency, or size of messages. Continuing to send someone email after being asked to stop is considered harassment. Sending any email message containing threatening, obscene, indecent, defamatory content is considered harassment.

Forgery or impersonation. It is prohibited to add, remove, or modify identifying network header information in an effort to deceive or mislead. It is also prohibited to impersonate any person by using forged headers or other identifying information.

Newsgroups The Service enables you access to thousands of public newsgroups. These newsgroups allow you to read and post messages on a variety of topics. You should use your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Newsgroups can be valuable resources if used properly. Please familiarize yourself with basic Usenet etiquette before posting to a newsgroup. Some prohibited newsgroup activities are: the continued posting of off-topic articles, commercial advertisements that are off-topic for the newsgroups, and posting the same or similar messages to large numbers of Usenet newsgroup (spam).

5. Poor Conduct Obscene Speech or Materials. It is prohibited to use WAVE.BAND' network to advertise, transmit, store, post, display, or otherwise make available pornography, obscene speech and materials, and content that is grossly repugnant to community standards, including blatant expressions of bigotry, racism or hate. WAVE.BAND is required by law to notify law enforcement agencies when it becomes aware of the presence of such content on or being transmitted through WAVE.BAND's network.

Harassment. It is prohibited to use the Service to transmit any material (by email, uploading, posting, or otherwise) that harasses another person or legal entity. Targeting others, with the apparent intention of causing distress, embarrassment, or other discomfort is considered harassment. Examples of this include expressing personal attacks, using defamatory, harassing, abusive, or threatening language, sending more than ten similar messages to the same e-mail address, or sending more than 1MB of data to a newsgroup.

Harm to minors. It is expressly prohibited to using the Service to harm, or attempt to harm, minors in any way. WAVE.BAND does not filter any information available on the Internet, and therefore parents or guardians are responsible for setting up site filters and other protections for minors using their account. Commercially available tools such as SurfControl (www.surfcontrol.com) can limit which sites and content are available to minors. If you allow your children to access the Service, please remind them of the dangers involved when corresponding or communicating with strangers or new acquaintances on the Internet.

6. Third party rules. Through the Service, you may have access to search engines, subscription services, chat areas, bulletin boards, web pages, newsgroups, and other services that disseminate rules, guidelines or agreements to govern their use. You must adhere to any such rules, guidelines or agreements, which may include standards unique for the particular forum. In addition, the use of any software or data in connection with or through the Service must be in accordance with any applicable license agreements.

7. Security. It is prohibited to use the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, WAVE.BAND' security measures or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data. It is the subscriber's responsibility to ensure that their home network is configured in a secure manner that denies a third party the capability to use their home network in an illegal or inappropriate manner. You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain access to your account. All violations of this policy that can be traced to an individual account will be treated as the sole responsibility of the owner of that account.

We hope the Acceptable Use Policy is helpful in clarifying the obligations of Internet users, including WAVE.BAND and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of the Acceptable Use Policy should be sent to support@wave.band.