

SKYSPAN INTERNET SERVICES ACCEPTABLE USE POLICY

I. General Overview

It is SKYSPAN, LLC's ("SKYSPAN") policy to offer unlimited, uncensored access to the Internet. This agreement defines the terms and conditions of Internet service for all types of accounts and services, both personal and business, that are offered by SKYSPAN ("Agreement"). SKYSPAN has specific guidelines and regulations that must be enforced for the benefit of both SKYSPAN Accountholders as well as all other users worldwide. Hence, SKYSPAN requires all Accountholders to adhere to the guidelines set forth herein.

II. Accountholder Consent To Guidelines

Please read the following terms and conditions carefully before opening or continuing an account with SKYSPAN. These guidelines, terms and conditions represent the complete agreement and understanding between SKYSPAN and you (the "Accountholder"), the SKYSPAN Dial-Up Accountholder. These terms and conditions also supersede any other written or oral agreement pertaining to your SKYSPAN account, with the exception of applicable software license agreements. By using SKYSPAN services or SKYSPAN software, you agree to comply with these acceptable Usage Guidelines just as if you had signed it. Moreover, you agree that SKYSPAN may terminate your account with or without notice if you fail to comply with the following guidelines, terms and conditions. IF YOU DO NOT AGREE TO BE BOUND BY THESE GUIDELINES, TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY END YOUR USE OF SKYSPAN SERVICES AND SKYSPAN. SOFTWARE AND NOTIFY THE SKYSPAN CUSTOMER SERVICES DEPARTMENT SO THAT SKYSPAN. MAY INITIATE A CLOSURE OF YOUR ACCOUNT. Upon notices published on-line via SKYSPAN services, SKYSPAN may modify the Acceptable Use Policy as well as change or discontinue the services offered. Your continued use of SKYSPAN services following such changes will be deemed acceptance of the modification.

A. USE OF SERVICES

1. The Accountholder agrees to use SKYSPAN services for lawful purposes, in compliance with all applicable laws. SKYSPAN services are defined as the use of computing, telecommunications, software and information services provided by SKYSPAN. These services also include the means of access to computing, telecommunications, software and information services provided via the global Internet. The types of accounts available through SKYSPAN include but may not be limited to PPP accounts, PPPoE accounts and Dedicated Connection accounts.
2. SKYSPAN Internet Access accounts are provided for use in conformance with these Guidelines, Terms and Conditions. SKYSPAN reserves the right to investigate suspected violations of the Guidelines. When SKYSPAN becomes aware of possible violations, SKYSPAN may initiate investigations that may include gathering information from the Accountholder or Accountholders involved and the complaining party, if any, and examination of material on SKYSPAN's servers.
3. During an investigation, SKYSPAN may suspend the account or accounts involved and/or remove the material involved from its servers. If SKYSPAN believes a violation of these Guidelines has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of material from DT's servers, the cancellation of news group posts, warnings to the Accountholder or Accountholders responsible, and the suspension or termination of the account or accounts responsible. SKYSPAN reserves the right to terminate an Accountholder's account with or without notice. SKYSPAN, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these Guidelines could also subject the Accountholder to criminal or civil liability.
4. To comply with applicable statutes and lawful government requests, SKYSPAN reserves the right to access and disclose any information. This may include disclosing the usernames of accountholders and other pertinent information. SKYSPAN will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity that it becomes aware of.

B. USE OF MATERIALS

1. Materials in the public domain (e.g. images, text and programs) may be downloaded or uploaded using SKYSPAN services, Accountholders may also re-distribute materials in the public domain. The Accountholder assumes all risks regarding the determination of whether material is in the public domain.
2. The Accountholder is prohibited from storing, distributing or transmitting any unlawful material through SKYSPAN services. Examples of unlawful material include but are not limited to direct threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. The Accountholder is also prohibited from storing, distributing or transmitting any information that may be determined to be of a

harassing nature. Further, the Accountholder may not post, upload or otherwise distribute copyrighted material on SKYSPAN's servers without the consent of the copy right holder. The storage, distribution, or transmission of unlawful materials could subject the Accountholder to criminal as well as civil liability, in addition to the actions outlined in Section I.IA. above.

3. The Accountholder may not store or distribute certain other types of material on SKYSPAN's servers. Examples of prohibited material include, but are not limited to, programs containing viruses or Trojans and tools to compromise the security of other sites.

C. PASSWORDS

1. SKYSPAN Internet accounts are for individual entity use only. Accountholders may not share passwords or accounts with other entities/individuals who are not owners, employees, or other similarly affiliated parties to accountholder. Accountholders are also responsible for maintaining the security of their accounts and passwords.

2. SKYSPAN shall provide passwords to Accountholders. In the event that the security of an Accountholder is compromised, SKYSPAN shall provide the Accountholder with a new password.

3. SKYSPAN staff may monitor the security of Accountholders' passwords at any time. An Accountholder with an insecure password may be directed to change the password to one which complies with the above rules. Accountholders who repeatedly choose insecure passwords may be assigned a password by SKYSPAN; continued failure to maintain password security shall be immediate grounds for account termination

D. System Security

1. The Accountholder is prohibited from utilizing SKYSPAN services to compromise the security or tamper with SKYSPAN's system of resources or accounts on any of SKYSPAN's computers, routers, terminal servers, modems, or any other equipment at SKYSPAN or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include but are not limited to password guessing programs, cracking tools or network probing tools. Any attempt to access any of SKYSPAN's corporate assets is strictly prohibited.

2. SKYSPAN reserves the right to release the user names of Accountholders involved in violation of system security to system administrators at other sites, in order to assist them in resolving security incidents.

E. System Resources

1. SKYSPAN will allocate system resources to provide all Accountholders with the best service possible. As part of resource allocation, SKYSPAN may limit, restrict or prioritize access to system resources, including CPU time, memory, disk space, session length, and the number of sessions.

2. Additionally, SKYSPAN may institute services and fees for Accountholders who are interested in accessing system resources above and beyond acceptable usage.

3. SKYSPAN may log instances of abuse of system resources, including but not limited to those outlined below, and take action as outlined in Section II.A. above.

4. System abuse is defined as any use of SKYSPAN resources which disrupts the normal use of system or Internet services for others. Examples of system abuse include, but are not limited to attempting to disrupt the sessions of other Internet users, consuming excessive amounts of time, memory or disk space bandwidth or otherwise affecting the performance of SKYSPAN servers or networks.

5. Accountholders may not run programs which interfere with network services from their accounts.

6. Accountholders may only make use of SKYSPAN system resources while logged in or "Authenticated".

III. ACCEPTABLE USAGE

Acceptable usage is hereby defined as the normal activities associated with the usage of the Internet, including but not limited to usage of SKYSPAN's systems and network facilities for accessing the WWW, IRC, Usenet News, E-Mail, and other Internet features. This policy is subject to any and all laws and regulations set forth by the Federal, State or any other governmental authority.

IV. PROHIBITED ACTIVITIES

Activities specifically prohibited by SKYSPAN administration include but are not limited to the following:

1. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

2. Long-term storage of data. Long-term storage of data is referred to as the storage of files which are not used regularly in an account for an extended period of time. This specifically includes but is not limited to programs such as shareware programs which the user may download to their account for purposes of transferring to their home computer. Such programs should be removed at such time as they are successfully transferred to the user's personal system.

3. Flooding or abuse of other users. Flooding is a fairly common occurrence on the Internet, and one that is strictly prohibited by SKYSPAN. Flooding takes place in numerous ways, including but not limited to ICMP flooding, mail bombing (sending large amounts of e-mail repeatedly to a person for purposes of harassment), mass mailings to multiple addressees, msg/CTCP flooding on IRC, as well as other, less common methods.

a. 'Mail-bombing' constitutes sending more than ten (10) similar messages to the same e-mail address and 'news-bombing' is defined as sending more than 10MB of data to one particular newsgroup.

4. Attempts to compromise system and/or network security Programs such as 'packet sniffers', password crack programs and similar utilities found to be running from a user's account are prohibited. This forbidden activity also includes any attempts to penetrate either the SKYSPAN system or the accounts of others, regardless of whether or not the intrusion results in corruption or loss of data.

5. Sharing of accounts Sharing of a user's account with another party for purposes of avoiding payment for a second account is strictly prohibited.

6. Attempts to bypass resource usage limitations. In order to provide fair service to all SKYSPAN users, SKYSPAN has implemented certain resource limitations, the two most common being disk quotas on the servers and idle time-outs on dial-ups. Attempts to bypass disk usage quotas by any means may result in immediate loss of system privileges. Attempts to bypass the idle time-outs are also prohibited. The current idle time-out limit is twenty minutes.

7. Reselling, giving, or otherwise making available SKYSPAN's Services to another party.

8. Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any SKYSPAN customers or end-users whether on the SKYSPAN network or on another provider's network.

9. Excessive use of system resources. SKYSPAN account descriptions specify limits on bandwidth and disk space utilization. Any use in excess of those stated limits is not permitted, unless SKYSPAN has made special arrangements with the user.

a. System Limits - This can be defined as the continued use of Programs or commands that take a large amount of system resources, be that processor time, network, bandwidth, and/or drive space on the host system.

10. E-Mail abuse. E-mail abuse is typically manifest in these forms:

a. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. It also includes posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). Skyspan accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.;

b. The sending of harassing and/or threatening messages to other users;

c. The forging of e-mail addresses ('spoofing') in which the user manipulates the email address so that the message appears as though it came from

another user. Any attempts to forge the headers will result in account termination. Further, this prohibition extends to sending unsolicited mailings from another service, which in any way implicates the use of SKYSPAN's service, SKYSPAN's equipment or any of SKYSPAN's e-mail addresses.

11. Usenet order news abuse. Similar to e-mail abuse, includes forging of addresses, harassment/threats, the posing of the same message to multiple news groups ('spamming'), as well as the posting of information in groups where it is not relevant and unwanted.

12. Pyramid/money-making schemes. Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters, are all prohibited.

13. Pirated software. Pirated software is defined as the illegal exchange of software via the Internet for purposes of avoiding the purchase of said software by the individuals involved. This includes most commercial applications such as Adobe Photoshop, Illustrator, etc. Such activities are prohibited by federal law and are thus not allowed in any form on SKYSPAN. Such prohibition also includes the unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources and copyrighted software. The exportation of software or technical information in violation of U.S. Export control laws is strictly prohibited.

14. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

15. In an effort to control multiple logins, users are permitted only one active PPPoE session running at a given time. If users require multiple sessions simultaneously, SKYSPAN requires that the user obtain additional accounts.

16. If SKYSPAN discovers an objectionable 'spam' making reference to either an SKYSPAN hosted web site or e-mail address, regardless of where the spam originated from, SKYSPAN reserves the right to remove the e-mail address, web site or objectionable material from its servers.

V. PENALTIES FOR ABUSE

A. All prohibited activities are subject to immediate termination of a user's account and any and all criminal and civil penalties available under the law. The penalties imposed on a user for abuse will vary based on the level of the offense. Typically the user will receive a warning on the first offense. However, if the offense is severe enough, SKYSPAN reserves the right to disable the account immediately. Accounts that have been disabled by administration for abuse will not be re-opened for a user. It is vital for SKYSPAN to provide a quality service for all users, and SKYSPAN will not tolerate users who through their actions hinder us in that endeavor. It is also important for SKYSPAN to have a non-intrusive presence to the rest of the net, and thus prohibited activities that adversely affect users on the other service providers and their associated networks. To this end, SKYSPAN reserves the right to modify and/or disable user's service at any such time abuse occurs.

B. SKYSPAN will not reimburse users whose service was suspended or disabled due to any of the reasons listed above.

C. All SKYSPAN Internet users agree to indemnify, waive and hold SKYSPAN, its officers, directors, shareholders, employees, agents, subsidiaries and affiliates harmless from any and all claims and expenses related to the user's violation of this agreement, including any abusive or unlawful behavior on the part of the user or anyone using the user's account, or the infringement of any intellectual property or privacy rights of any person or entity. This means that you cannot sue or recover damages whatsoever from SKYSPAN as a result of SKYSPAN's decision to remove material from its servers, warn you, suspend or terminate your account or take any other action during the investigation of a suspected violation or as a result of SKYSPAN's conclusion that a violation has occurred.

D. You agree to defend, indemnify and hold SKYSPAN harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any provisions of this agreement, with or without your knowledge or consent. IN NO EVENT SHALL SKYSPAN BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS) ARISING OUT OF VIOLATIONS OF THIS AGREEMENT OR THE ACCOUNTHOLDER'S USE OF OR INABILITY TO USE SKYSPAN'S SERVICES. SKYSPAN'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE AT SKYSPAN'S SELECTION, EITHER RETURN OF SERVICE FEES PAID OR REPLACEMENT OF CONNECTION SERVICE OR PRODUCTS.

VI. ADDITIONAL POLICIES

A. Due to the explosive growth of the Internet and the constant addition of new services and thus the new possibilities of abuse, SKYSPAN reserves the right to add and enforce new policies.

VII. LIMITATION OF LIABILITY

THE SKYSPAN INTERNET SERVICE IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO SKYSPAN INTERNET OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SKYSPAN INTERNET SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE SKYSPAN INTERNET. NOR SHALL SKYSPAN INTERNET BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND SKYSPAN'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO SKYSPAN RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL SKYSPAN'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AGGREGATE DOLLAR AMOUNT PAID UNDER THE AGREEMENT.

VIII. BILLING POLICIES

1. Accountholder acknowledges, agrees and assumes full responsibility for making timely full monthly payments for each SKYSPAN Internet Account. Timely payment includes maintaining Accountholder's billing information given to SKYSPAN for each Internet Accounts which the Accountholder must keep current. Those Accountholders who choose to make payment with credit cards must provide SKYSPAN with their full name, billing address, credit card number and expiration date. It is the Accountholder's responsibility to timely notify SKYSPAN of any changes in its credit card account. Payment for an SKYSPAN Internet account or services by fraudulent means will result in immediate and permanent termination of the account and possible criminal penalties.

2. There is a thirty-dollar (\$30.00) service charge for each returned check.

3. SKYSPAN reserves the right to cancel any Accountholder account without notice due to non-payment. In the event that Accountholder fails to timely make full payment of each invoice, SKYSPAN reserves the right to charge interest, late fees and/or reactivation charges on the delinquent Accountholder's account.

4. In the event of cancellation by Accountholder, Accountholder must contact SKYSPAN in one of the following manners:

a. Via mail with proof of receipt properly addressed to: SKYSPAN Accountholder Service, 8 W. Broad Street, Suite 330, PO Box 833, Hazleton, PA 18201-0833

b. Via e-mail to admin@ssspan.net where the subject should have the words "Account Cancellation"; or

c. via telephone to an SKYSPAN Accountholder Service Representative at: (888)759-7726, followed by written confirmation by Accountholder with proof of receipt, properly addressed to and received by SKYSPAN within ten (10) days from the date of telephone cancellation. Notification of cancellation MUST be accompanied by the Accountholder's SKYSPAN login name in order for a cancellation to be effectuated.

5. NON-USAGE OF AN ACCOUNT IS NOT PROOF OF CANCELLATION OF SERVICE. Accountholders are responsible for full payment on all accounts whether or not the account is ever utilized. All original unopened software must be returned to SKYSPAN in order for Accountholder to be entitled to any refund. In the event that Accountholder fails to return the original unopened software to SKYSPAN, Accountholder will be billed for a minimum of one month's service.

6. In the event of cancellation other than on the customer billing cycle start date, customer will be billed for the pro-rata portion of services received prior to cancellation date.

7. Any billing discrepancies shall be presented to SKYSPAN in reasonable detail, in writing, within twenty (20) days of the date of the charge. Such notification shall not relieve Accountholder of the obligation to make all payments including the amounts disputed by the due date. SKYSPAN shall not be obligated to consider any Accountholder notice of billing discrepancies which are received by SKYSPAN more than twenty (20) days following the date of the invoice in question. If an Accountholder fails to dispute any charge after twenty (20) days from the date of the charge, Accountholder waives its rights to thereafter make any such dispute and all such charges will be deemed valid.

8. In the event that an Accountholder pre-pays for their Internet account, any discounts given by SKYSPAN for such payment plans are calculated that the

Accountholder is paying for the regular months of service and getting additional months at the end of the service term at a discount. In the event that an Accountholder cancels their service within a year, such Accountholder is no longer entitled to any discounts.

9. SKYSPAN makes no warranties as to the availability or right to use of any login name, E-mail address, or web page address. Login names, E-mail addresses and web page addresses are NOT confirmed at the time of sign-up of any Accountholder. SKYSPAN will NOT refund any charges for reprinting of stationary or any other losses incurred.

10. SKYSPAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF BILLING, OR THE QUALITY OF SERVICES PROVIDED OR TO THE WARRANTY OF MERCHANTABILITY OR TO FITNESS FOR A PARTICULAR PURPOSE.

11. Accountholder agrees that at the end of the term of the Internet account initially agreed to by Accountholder or any term thereafter, SKYSPAN may, at its sole discretion, automatically renew such Internet account for an additional term. Accountholder further agrees that upon renewal of such Internet account, SKYSPAN may continue to charge Accountholder's credit card or seek other form of payment from Accountholder, for which Accountholder shall be responsible for. In the event that Accountholder does not wish SKYSPAN to automatically renew such Internet account, it is Accountholder's sole responsibility to notify SKYSPAN of such intent prior to the expiration of such term.

12. All policies stated herein are subject to change at SKYSPAN's sole discretion. Accountholder shall be responsible for adhering to any new policies implemented by SKYSPAN.

Skyspan's Acceptable Use Policy for SKYSPAN Services Effective 16 October 2005.

Report Policy violations to abuse@sspan.net.