



ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) document is an integral part of your Agreement with MegaPath and is designed to help protect MegaPath, MegaPath's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. Customer agrees to comply with this AUP at all times and to remain responsible for its users. A Customer who engages in a prohibited activity described in this AUP risks having its account suspended or terminated. MegaPath may in its sole discretion determine whether a Customer is in violation of this AUP. If MegaPath becomes aware of any violations of the conditions contained herein, we may cancel your account immediately and without notice. In the event that you believe that you have been a victim of abusive or illegal usage of the Services, please contact MegaPath immediately.

By placing an order with MegaPath and using our Services, you are presumed to have accepted this AUP. MegaPath reserves the right to modify the AUP at any time, effective upon posting at http://www.megapath.com/pdfs/acceptable_use_policy.pdf.

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

- 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.
- Storing, posting or transmitting obscene, pornographic, profane, or otherwise objectionable information of any kind.
- 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.
- Storing, posting or transmitting harassing, threatening, defamatory, libelous, slanderous, or abusive materials, e-mail, or information.

Abusive Uses 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:

- The sending of any form of Unsolicited Bulk Email (“UBE” or “Spam”) through MegaPath's servers is prohibited. Likewise, the sending of Spam from another service provider advertising a web site, email address or utilizing any resource hosted on MegaPath's servers, is prohibited. MegaPath 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.
- Unless expressly provided for in Customer's Agreement, any resell of MegaPath Services by Customer in whole or in part, whether compensation is received directly or indirectly.
- Falsifying User information provided to MegaPath or to other Users of the Services.
- Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by MegaPath customers must be Closed-loop (“Confirmed Opt-in”). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any MegaPath-hosted domain, or referencing any MegaPath account, is prohibited.
- 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 Spam, initiation of ping, flooding, mail-bombing, denial of service attacks.



- Knowingly engage in any activities designed to harass, or that may cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the MegaPath network or on another provider's network

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:

- Unauthorized attempts by a Customer to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
- Using MegaPath's Services for any reconnaissance, eavesdropping, spoofing, and/or phishing.
- Posting or transmitting any information or software that contains a virus, worm, cancelbot, malware, or other harmful components.
- 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.
- Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters.
- Relaying e-mail in an anonymous fashion or forging any TCP-IP packet header.
- Using MegaPath's Services for mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

Voice Services. Unless authorized through the express consent of MegaPath, MegaPath VoIP Services are designed only for continuous live dialog between two individuals. In addition to the policies set forth above, MegaPath has deemed the following uses of MegaPath VoIP Services, without limitation, impermissible: auto-dialing (also referred to as robo-dialing); use without live dialog, including use as a monitor, intercom or for transcription purposes; continuous, or extensive call forwarding; excessive conferencing; fax or voicemail broadcasting or blasting; placing calls to telephone numbers on the do not call list; continuous or extensive chat line access; or used in any other illegal, fraudulent, improper or inappropriate manner. In addition, MegaPath reserves the right to review a Customer's account if account usage is beyond normal standards or detrimental to MegaPath's network or other MegaPath customers' ability to use service. If MegaPath determines an impermissible use is occurring or unreasonable usage is occurring, immediate suspension or termination of the Service may occur.

Call Recording. Certain state and federal laws apply to Customer's use of MegaPath Call Recording feature. In some states, Customers are required to obtain consent from all parties to record a phone call. Customer is solely responsible for compliance with any and all federal, state, county, municipality, or any other jurisdiction laws, ordinances, statutes, orders, directives or rules governing or related to the use of a device for the purpose of recording any wire, oral, or electronic communications traversing and/or traveling over MegaPath's network and/or facilities. Customer understands and agrees that they are solely liable for compliance with such laws and regulations, and under no circumstances shall MegaPath be responsible or held liable for such compliance. Customer agrees that MegaPath has no responsibility or liability, wholly or in part, related to Customer's recording activities. Customer indemnifies and holds MegaPath wholly harmless for any cause of action, fines, penalties and/or damages, direct or indirect, civil or criminal, involving Customer's recording and Customer's use of MegaPath's Call Recording service, whether actual or potential, knowing, incidental, and/or accidental, any wire, oral or electronic communication traversing and/or traveling over MegaPath's network and/or facilities.

Customer Responsibility. Customer is responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations. Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using MegaPath Services. MegaPath has no responsibility or liability for any material created on MegaPath's network or for injury to Customer that results from inaccurate, unsuitable or offensive Internet communications. Customer is responsible to control its use of MegaPath's Services and to make



appropriate use of monitoring software available from third party vendors for filtering and parental control of offensive material.

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 Services and charge Customer any applicable early termination fees. In addition, MegaPath may investigate incidents that are contrary to this AUP and provide requested information to third parties who have provided notice to MegaPath stating that they have been harmed by a Customer or its user's failure to abide by this Policy. MegaPath's failure to enforce the AUP in every instance in which it might have application does not amount to a waiver of MegaPath's rights.