

JagWireless Acceptable Use

ACCEPTABLE USE POLICY

JagWireless Enterprises, Inc. ("JagWireless") has designed its Acceptable Use Policy ("AUP") to enhance the use of our wireless Internet access and related services (the "Service") by our subscribers and their end users ("you" and "your") by setting standards for acceptable use and preventing unacceptable use. This AUP forms part of the Agreement between JagWireless and you; terms used in this AUP with initial capital letters, which are not otherwise defined, are used as defined in the Agreement. All users of the Service must comply with this AUP.

For the benefit of all of JagWireless's subscribers, JagWireless prohibits the following activities:

- **Improper Use of the Service.** You may not use the Service in a manner prohibited by any federal, state, or local law or regulation. Without limiting the foregoing, you may not use the Service for any abusive purpose or in any way that damages JagWireless's property or interferes with or disrupts our network or adversely affects other JagWireless subscribers. You may not attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with any server or a user's terminal session, by any means, locally or via the Internet.
- **Excess Utilization of Network Resources.** The excessive use or abuse of JagWireless's network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Service or take any action that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in JagWireless's sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your Premises, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. See "Personal Accounts & Websites" below for other options.
- **Copyright Infringement.** You may not use the Service to transmit any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Objectionable Material.** You may not use the Service to post, transmit, or disseminate objectionable material that is unlawful, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal

offense, give rise to a civil liability, or otherwise violate any local, state, national, or international law, order, or regulation.

- **Junk E-mail.** You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, "junk mail", unsolicited bulk e-mail and unsolicited commercial e-mail ("Spam"). JagWireless considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information.
- **Email Usage.** All JagWireless Network subscribers agree to use and use only the email address as confirmed at time of signup for their "Return" and/or "Reply-To" Internet email address. The use of a "fake" email address, email address belonging to another Internet user, or no email address as a "Return" and/or "Reply-To" Internet mail address is prohibited and such use shall be cause for immediate account termination.
- **Fraudulent Activity.** You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", and "chain letters."
- **False Impersonation.** You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- **Software Viruses.** You may not use the Service to transmit any material that contains viruses, worms, Trojan Horses, or other code that manifests contaminating or destructive properties.
- **Collecting Information.** You may not use the Service to collect, or attempt to collect, personal information about third parties without their knowledge and consent.
- **Newsgroups.** 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. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. JagWireless may cancel any postings that violate this AUP as determined by JagWireless in its sole discretion.
- **Use of Your Account by Others.** You may not, through action or inaction, allow others to use the Service for illegal or improper activities. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner.
- **Reselling and sharing.** You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without JagWireless's prior written consent. Resale or sharing of the IP transit services to members outside the residence being served or beyond employees of the business being served is strictly prohibited. Individuals or Businesses sharing or reselling IP transit services

from JagWireless, without the express written consent, shall be billed at a rate three (3) times their normal rate for the time period where services were shared or resold. Resale or sharing shall also, at the sole discretion of JagWireless, constitute an immediate cancellation of services with the remainder of the terms commitment being due in full and a prompt return of the subscriber equipment.

Business vs. Residential. For purpose of network use, JagWireless hereby distinguishes Business Accounts to be any account held by a Sole Proprietor, Partnership, Corporation, or any other entity engaged in an ongoing "Business Enterprise" and Personal Accounts as an account held by an individual for personal use, research, and recreation. All account activations require the disclosure of intended use, be it business, home business, or personal, and any account contract, the resale, transfer, or trade of any JagWireless Account and/or Services strictly prohibited. Inquires regarding "Accounts for Resale" should be directed to the JagWireless Sales Manager <sales@jagwireless.com>.

Security Precautions. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data. Customer is responsible for use of account(s) and confidentiality of password(s).

Violations of AUP. Your violation of this AUP may result in the immediate suspension or termination of your Service. You should read this AUP in conjunction with your Agreement and our other Policies which are set forth on our website. JagWireless has the right but not the obligation to restrict any uses of the Service that JagWireless believes in its sole discretion violate this AUP, any part of the Agreement, or applicable law. You are solely responsible for all content that you transmit utilizing the Service.

Customer Liability. Customer shall be held liable for any and all costs incurred by JagWireless as a result of customer violation of these terms and conditions: including but not limited to attorney fees and costs resulting from Postmaster responses to complaints from and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. JagWireless's current hourly rate for Postmaster responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is US \$100 per hour, with a minimum one (1) hour charge.

Illegal and Fraudulent Activity. JagWireless will cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal or civil liability. JagWireless may immediately suspend or terminate your Service if JagWireless suspects abuse or fraudulent use of the Service, interference with our network, or violation of your Agreement. You must cooperate with JagWireless in any fraud investigation and use any fraud prevention measures that JagWireless prescribes. Your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

Privacy; Monitoring the Service. JagWireless is under no obligation to monitor the Service, but JagWireless may do so from time to time. JagWireless may disclose any

information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect JagWireless's property or legal interests and those of its subscribers.

Personal Accounts & Websites. JagWireless offers subscribers a certain amount of disk space for hosting website(s) ("Web Space"), depending on the Service level selected. Web Space is defined as a file system allocation on one or more of JagWireless's publicly available web servers that is used for the sole purpose of displaying or providing information to the public Internet community. You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (the "Content") contained within your Web Space. JagWireless does not inspect or otherwise participate in the posting of Content to its subscribers' Web Space and, as such, does not guarantee the accuracy, integrity, security, or quality of such Content. Such Web Space is available freely to anyone using the Internet. JagWireless reserves the right at any time, and periodically, to modify or discontinue, temporarily or permanently, your Web Space, with or without notice. JagWireless may, in its sole discretion, terminate your Web Space, and remove any Content contained on your Web Space for any reason, including, without limitation, lack of use, or the reasonable belief that you have violated this AUP. You acknowledge that JagWireless will not be liable to you or to any third party for any modification, suspension, or discontinuance of your Web Space. A Personal page may be used for personal Internet distribution of subscriber's personal information such as: bio, resume, privately owned items for sale, hyperlinks to favorite Web locations, and information to let the world know who you are and what you think. A Personal Page, other than for personal recommendations, may not be used for any business related activities such as: advertising, sales, marketing, promotions, posting information for other individuals or businesses, software FTP site, any illegal activity, and any other activities prohibited by the JagWireless Network's AUP.

Report Violations of this AUP. JagWireless requests that any person who becomes aware of a violation of this AUP report the information to JagWireless at abuse@JagWireless.com. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. JagWireless may take any one or more of the following actions in response to a report: issue a warning; suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Revisions to AUP. JagWireless reserves the right to revise, amend, or modify this AUP or any other Policy at any time, and any such revisions will be effective ten (10) days after posting on JagWireless's website, or providing written notice to you. Your continued use of the Service after such notice will constitute your acceptance of the modifications to this AUP. IT IS YOUR RESPONSIBILITY TO CHECK THIS WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.