

Acceptable Use Policy

In order to provide high quality customer service and to insure the integrity of ImOn high-speed internet service, including but not limited to any service features that may be available (e.g., electronic mail, portal components, video mail, home networking, etc.), and any equipment used to provide ImOn high-speed internet service (collectively “Service”), ImOn Communications, LLC (“ImOn”) has adopted this acceptable use policy (“AUP” or “policy”). Any new ImOn terms posted on its website shall be effective upon posting and incorporated into all ImOn contracts.

Please read this acceptable use policy prior to accessing the Service. The word “customer” is used herein to refer to any individual who subscribes to the service. By using the Service, customer agrees to the terms of this acceptable use policy. ImOn reserves the right to immediately suspend or terminate the customer’s account or to undertake network management actions described herein without notice, at ImOn’s sole discretion, if customer or others who use customer’s account violate this acceptable use policy. ImOn also reserves the right to immediately remove any material or information that violates this policy for any reason whatsoever at ImOn’s sole discretion without prior notice. By using the Service, customer agrees to abide by, and require others using the Service through customer’s account to abide by, the terms of this AUP. ImOn regularly updates and amends this policy and customer should consult ImOn’s website to be sure customer remains in compliance. If customer does not agree to be bound by these terms, customer should immediately stop the use of the Services and notify the ImOn customer care department so that customer’s account may be closed. Customer’s continued use of the Service will constitute customer’s acceptance of and agreement to this policy and any posted amendments to this policy.

I. USE

(a) Residential Customers. The Services designed for personal and family use (residential use only) within a single household. Customer agrees that only the Customer and co-residents living in the same household will use the Service. The term ‘single household’ means the Customer’s home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The Services being provided solely for residential use in Customer’s household and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves ImOn of any affirmative obligations it may have, and is in violation of this Policy and the ImOn Residential Customer Agreement. Customer is responsible for any misuse of the Service that occurs through Customer’s account whether by a member of Customer’s household or an authorized or unauthorized third-party. Customer agrees not to run server software including, but not limited to FTP, HTTP (web), POP and SMTP (e-mail), DNS, NNTP (news), and PROXY servers.

(b) Business Customers. The commercial high-speed Internet access service provided to the Customer is being provided solely for use in Customer’s business and any unauthorized access

by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and relieves ImOn of any affirmative obligations it may have. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly authorized pursuant to ImOn policies. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access.

ImOn reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate Service for failure to comply with any portion of this provision or this policy, without prior notice. ImOn owns any and all email addresses associated with the Service, and reserves the right to reclaim any such email address at any time and for any reason. Any violation of this Policy may lead to prosecution under state and/or federal law.

2. NO ILLEGAL OR FRAUDULENT USE

Customer will not use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including, but not limited to, the Children's Online Privacy Protection Act, posting or transmitting child pornography or obscene material, gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U.S. export control laws. Customer will not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters that request money or other items of value.

3. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Customer will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Customer must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Customer represents and warrants that Customer is the author and copyright owner and/or authorized licensee with respect to any hosted content and Customer further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. ImOn assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Under the Digital Millennium Copyright Act of 1998, copyright owners have the right to notify ImOn if they believe that an ImOn customer has infringed the copyright owner's work(s). If ImOn receives a notice from a copyright owner alleging any Customer has committed copyright

infringement, ImOn will notify the Customer of the alleged infringement and demand that such illegal material be immediately removed or disabled. ImOn may determine that Customer is a repeat copyright infringer if ImOn learns that Customer has engaged in online copyright infringement on more than one occasion. ImOn reserves the right to expeditiously remove or disable access to the material that is claimed to be infringing, or to suspend or terminate the account(s) as a result of any alleged copyright infringement.

4. NO THREATS, HARASSMENT OR TORTIOUS CONDUCT

Customer will not use, or allow others to use, the Service to post or transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, libels, defames, slanders, or otherwise constitutes tortious conduct.

5. NO HARM TO MINORS

Customer will not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials involving minors.

6. NO "SPAMMING"

Customer will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). ImOn reserves the right, in ImOn's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. Customer may not, or allow others to, reference ImOn or the ImOn network in any email in an attempt to mislead the recipient.

7. NO "HACKING"

Customer will not use, or allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material. Customer will not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, Customer will not participate in, or allow others to participate in, the collection of e-mail

addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including “adware” or “spyware”) designed to facilitate this activity.

8. NO SYSTEM DISRUPTION

Customer will not use, or allow others to use, the Service to disrupt ImOn's network or computer equipment owned by ImOn or other ImOn customers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers (as determined in ImOn's reasonable discretion) for the package or tier of Service to which Customer subscribes or modifying or altering in any manner any modem or modem configuration so as to allow its use beyond the parameters outlined by the specific level of Service to which Customer subscribes. Any static or dynamic IP address must be specifically authorized and provisioned by ImOn. Altering any IP address provisioned by ImOn or otherwise cloning another user's IP address is prohibited. Customer also agrees that Customer will not use, or allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs. Customer may not use bandwidth in excess of that associated with the package or tier of Service to which Customer subscribes. In addition, Customer will not, or allow others to, alter, modify, service, or tamper with the ImOn Equipment or Service or permit any other person to do the same who is not authorized by ImOn.

9. SECURITY

Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. ImOn recommends that Customer take appropriate security precautions for any systems connected to the Service. Customer is responsible for securing any wireless (WiFi) networks connected to the Service. Any wireless network installed by Customer or an ImOn representative that is unsecured or “open” and connected to the ImOn network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in Section 1 above.

10. NO IMPERSONATION OR FORGERY

Customer will not, or allow others to, impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an email address that has the effect of being misleading. Customer will not, or allow others to, forge, alter, or remove any message header of any electronic transmission, originating or passing through the Service. Customer will not, or allow others to, forge anyone else's digital or manual signature.

11. USE OF CHAT ROOMS AND SIMILAR INTERACTIVE PROGRAMS

Customer will not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that Customer or a person using Customer's Service has been banned from using. Customer will not, or allow others to, violate the Acceptable Use Policy of the server or Chat Room. In addition, Customer will not, or allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as "bots" or "clones" to participate in Chat Rooms unless Customer is physically present at Customer's computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that Customer is not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide Customer's identity.

12. NO "VIRUSES"

Customer will not use, or allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses," denial of Service attacks or other harmful software programs or information containing any lock, key, bomb, worm, cancelbot, or other harmful feature. Customer will use standard practices to prevent the transmission of such viruses, or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files and data.

13. RIGHT TO MONITOR

Neither ImOn nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmission as well as materials available on the personal web pages and online storage features) made on the Service. However, ImOn and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block, or remove them. ImOn also will comply with any request from legal authorities.

14. OTHER SERVICE PROVIDERS' ACCEPTABLE USE POLICIES

ImOn may obtain services from and rely upon other entities to provide the Service to Customer. Where Customer accesses services of other entities through the Service, Customer agrees to and shall abide by the publicized acceptable use policies of such other known entities.

15. NO WAIVER

The failure by ImOn or its affiliates to enforce any provision of this AUP shall not be construed as a waiver of any right to do so at any time.

16. REVISIONS TO POLICY

ImOn reserves the right to update or modify this policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this policy. Notice of modifications to this policy may be given by posting such changes to ImOn's homepage (www.ImOn.net), by electronic mail or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit ImOn's website and review this policy to ensure that their activities conform to the most recent version.

Acceptable Use Policy, Effective September 2010.