

LIGHTWAVE WIRELESS ACCEPTABLE USE POLICY

As a provider of Internet access and other Internet related services, Lightwave Wireless [Lightwave] offers its Customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Lightwave has developed this Acceptable Use Policy [AUP] which supplements and explains certain terms of each Customer's respective Agreements with Lightwave and sets forth certain Customer rights and obligations which govern the use Lightwave's services. Lightwave reserves the right to revise, amend, or modify this AUP at any time and in any manner. Any revision, amendment, or modification will be posted at: www.lightwavebroadband.net.

Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Lightwave account. This AUP should be read in conjunction with our Installation Agreement, Customer Agreement, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICE AND NOTIFY THE LIGHTWAVE BILLING DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

Lightwave cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that Customers may acquire through the Internet, with the exception of its proprietary websites. Customers must exercise their best judgment in relying on information obtained from the Internet and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Lightwave cannot monitor or censor the Internet and will not attempt to do so, Lightwave cannot accept any responsibility for injury to its Customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

Because the Internet is neither more nor less secure than other means of communication including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised, Lightwave recommends that its Customers assume that all of their on-line communications are not secure. Lightwave assumes no responsibility for the security of information transmitted through Lightwave's facilities.

Lightwave will not intentionally monitor private electronic mail messages sent or received by its Customers unless required to do so by law, governmental authority, or when public safety is at stake. Lightwave may however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Lightwave may disclose information, including but not limited to, information concerning a Customer, a transmission made using Lightwave network, or a website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Lightwave may disclose Customer information or information transmitted over its network where necessary to protect Lightwave and others from harm or where such disclosure is necessary to the proper operation of the system.

The following are prohibited activities and if Customer engages in any of them, then such action will be a violation of this AUP and Customer will be in breach of its Agreement with Lightwave:

- a. Spamming: Lightwave may immediately terminate any account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated, Customer agrees to pay Lightwave liquidated damages of five dollars (U.S. \$5.00) for each piece of "spam" or unsolicited bulk email transmitted from or otherwise connected with Customer's account. Otherwise, Customer agrees to pay Lightwave's actual damages to the extent such actual damages can be reasonably calculated. Lightwave reserves the right to block, reject, or remove what it considers in its sole discretion to be "spam" or other unsolicited bulk email from the Service and Lightwave shall have no liability for blocking any email considered to be "spam."
- b. Intellectual Property Violation: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities and also, engaging in activity that violates privacy, publicity, or other personal rights of others. Lightwave is required by law to remove or block access to Customer content upon receipt of a proper notice of copyright infringement. Lightwave reserves the right to terminate the privileges of Customers who commit repeat violations of copyright laws.
- c. Materials Harmful to Minors: Using Lightwave's network to advertise, transmit, store, post, display, or otherwise make available illegal pornography or material that is harmful to minors. Lightwave is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Lightwave's network.
- d. Defamatory or Abusive Language: Using Lightwave's network as a means to transmit or post defamatory, harassing, abusive messages or language which threatens bodily harm or destruction of property, or inappropriate language directed to minors.
- e. Forging or Impersonating of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- f. Illegal or Unauthorized Access to Other Computers or Networks: Accessing or collecting illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, 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).
- g. Reselling the Services: Reselling the services is not permitted.
- h. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities: Distributing information regarding the creation of and/or sending internet viruses, worms, Trojan Horses, phishing, flooding, mailbombing, unsolicited commercial email or bulk mail, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment. It is Customer's responsibility to ensure that their network is configured in a secure manner. A user may not, through action or inaction, allow others to use their network for illegal or inappropriate activities.
- i. Facilitating a Violation of this AUP: Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of means to spam, initiation of phishing, flooding, mailbombing, denial of service attacks, piracy of software.

- j. Export Control Violations: Exporting encryption software over the Internet or otherwise, to points outside the United States.
- k. Usenet Groups: Posting to newsgroups with content that violates this AUP. Lightwave reserves the right not to accept such postings when it has actual knowledge that the content violates this AUP. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup. Lightwave considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. Lightwave servers currently limit the number of allowable "cross-posts" to 9. Lightwave may not cancel messages other than its own messages. Customer may cancel posts forged in that Customer's name. Lightwave may cancel any postings which violate this AUP.
- l. Excessive Use: High volume use by Customer is prohibited without Lightwave authorization. The Service is intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. It is not designed for excessive uploading and downloading. If a Customer engages in excessive use which affects the bandwidth or speed of other customers, Lightwave maintains the right, in its sole discretion, to take any action necessary following any extended period of excessive use, as determined by Lightwave.
- m. Hosting Websites: Hosting Websites is not allowed on this network without written permission from Lightwave.
- n. Hacking: Accessing any of Lightwave's equipment, computers or network to read, alter, or modify configuration or firmware.
- o. Other Illegal Activities: Engaging in activities that are determined to be illegal, including fraudulent offers to sell or buy products, items, or services and advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- p. Other Activities: Engaging in activities, whether lawful or unlawful, that Lightwave determines to be harmful to its Customers, operations, reputation, good will or customer relations.

When Lightwave becomes aware of any of the described prohibited activities or activities that violate any law, it may take any action to *immediately* stop such activity including, but not limited to, terminating service, issuing written and/or verbal warnings, removing information, shutting down a website, implementing screening software designed to block offending transmissions, suspending or denying access to the Internet, or take any other action it deems appropriate. Customers are encouraged to provide Lightwave with all available information regarding a suspected violation of this AUP.