

CIMPLENET/ ULTRANET LLC AUP (ACCEPTABLE USE POLICY)

1. ACCEPTABLE USE POLICY

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND TO ENSURE THE INTEGRITY OF CIMPLENET/ ULTRANET LLC NETWORK. CIMPLENET/ULTRANET LLC HAS ADOPTED THIS ACCEPTABLE USE POLICY.

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. Customer's signature on any CIMPLENET/ULTRANET LLC work-order or electronic signature acknowledgement of the same implies consent to this AUP.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE CIMPLENET/ULTRANET LLC CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. USE

CIMPLENET/ULTRANET LLC is designed for use within a single household or business. Customer agrees that only the Customer and the Customer's authorized guests in the same household or business will use the Service. The term 'single household' includes the single family home, an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. Customer will not use, or enable others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Customer may not resell or distribute the Service outside Customer's household in any manner including, but not limited to, through the use of wireless technology. The prohibition on resale or redistribution of access includes, but is not limited to, hosting "server" or "peer" applications which allow client connections such as the provision of e-mail, FTP, or other file sharing, and Telnet access. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by a member of that Customer's household or an authorized or unauthorized third-party. The Service is being provided solely for use in Customer's household and any unauthorized access by a third party to email, Internet access, or any other function of the Service relieves CIMPLENET/ULTRANET LLC of any affirmative obligations it may have, and is in violation of this Policy.

CIMPLENET/ULTRANET LLC reserves the right to disconnect or reclassify the Service to a higher grade for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's service.

2. Unauthorized Access

Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures or integrity without the express prior authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;
- Forging the header of any transmitted information packet;
- Modifying or tampering with any hardware, software, or configuration provided by CIMPLENET/ULTRANET LLC including, but not limited to: routers, switches, and device configuration files.

- Reselling or otherwise redistributing the Service.
- Disrupting, degrading or otherwise adversely affecting network or computer equipment owned by CIMPLENET/ULTRANET LLC or other CIMPLENET/ULTRANET LLC subscribers.
- Assuming or assigning a CIMPLENET/ULTRANET LLC IP address that was not allocated to the Customer by CIMPLENET/ULTRANET LLC or its network.
- Excessive use of bandwidth that, in CIMPLENET/ULTRANET LLC's sole opinion, places an unusually large burden on the network or goes above normal usage. CIMPLENET/ULTRANET LLC has the right to impose limits on excessive bandwidth consumption via any means available to CIMPLENET/ULTRANET LLC.
- Transmit unsolicited bulk or commercial messages commonly known as "spam."
- Either of the following activities by a Customer using dedicated machines (also known as "machines" or "dedicated servers") or virtual dedicated servers (also known as "VDS", "VPS", "virtual machines", and/or "virtual servers"): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.

Because the Service is for residential use only, any use of the service for non-residential purposes is not permitted and may result in reduction in service, suspension, or termination at the sole discretion of CIMPLENET/ULTRANET LLC. Non-residential purposes include, without limitation, the following:

- Running any type of server on the system that is not consistent with personal, residential use. This includes but is not limited to FTP, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS, multi-user forums and gaming servers.
- Distributing in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner
- IP address translation or similar facilities intended to provide additional access.

3. THREATS OR HARASSMENT

Customer will not use, nor allow others to use, the Service to transmit any material that threatens the safety of, harasses or invades the privacy of any other person or entity.

4. HARM TO MINORS

Customer may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.

5. SPAMMING

Customer will not use, nor allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). CIMPLENET/ULTRANET LLC reserves the right, in CIMPLENET/ULTRANET LLC's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials.

6. NO ILLEGAL OR FRAUDULENT USE

Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Customer will not use, nor 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. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws.

7. SYSTEM DISRUPTION

Customer may not disrupt the Service in any manner. Nor shall you interfere with computer networking or Telecommunication services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

8. COPYRIGHT OR TRADEMARK INFRINGEMENT

Customer will not use, nor allow others to use, the Service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets, proprietary rights or other intellectual property rights without proper authorization by such entity's owners. This includes, but is not limited to, digitization of movies, photographs or other copyrighted materials or software.

If CIMPLENET/ULTRANET LLC receives a notice from a copyright owner alleging any Customer has committed copyright infringement, CIMPLENET/ULTRANET LLC will notify the Customer of the alleged infringement. If CIMPLENET/ULTRANET LLC receives more than one notice alleging copyright infringement on Customer's part, Customer may be deemed a "repeat copyright infringer." CIMPLENET/ULTRANET LLC reserves the right to terminate the accounts of repeat copyright infringers.

9. IMPERSONATION OR FORGERY

Customer will not, nor allow others to, impersonate another person or entity, falsify one's user name, company name, age, gender or identity in e-mail or in any post or transmission to any social network, newsgroup or mailing list or other similar groups, lists or online communities. Customer will not, nor allow others to, forge any message or message header of any electronic transmission originating or passing through the Service.

10. NO EXCESSIVE USE OF BANDWIDTH

Customer shall not restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the CIMPLENET/ULTRANET LLC backbone network, network servers, or otherwise cause performance degradation to any CIMPLENET/ULTRANET LLC facilities used to deliver the Service.

11. SECURITY/VIRUSES/ABUSE OF RESOURCES

Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Customer shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include without limitation: file sharing services, open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. In the instance when the Customer is using a wireless router, CIMPLENET/ULTRANET LLC requires that any wireless network be secure and encrypted. Open, unencrypted wireless networks are strictly prohibited

Customer will not use, nor allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses", denial of service attacks, bots or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software. CIMPLENET/ULTRANET LLC will take appropriate (as decided by CIMPLENET/ULTRANET LLC's sole discretion) action against Customers infected with computer viruses or worms to prevent further spread.

Should an issue arise, Customer is required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

12. NO WAIVER

The failure by CIMPLENET/ULTRANET LLC to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time.

13. REVISIONS TO POLICY

CIMPLENET/ULTRANET LLC 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 the policy. Notice of

modifications to this Policy may be given by posting such changes to CIMPLENET/ULTRANET LLC's homepage Cimplenet.net, by electronic mail or by conventional mail.