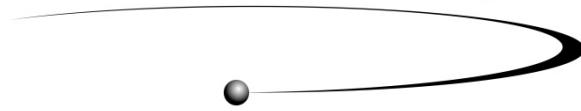


# Elsie Communications, Inc.



## Acceptable Use Policy

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

We may modify or discontinue any provision of this agreement, with or without prior notice.

- **Use of the Internet**

Elsie Communications is a supplier of Internet access and related services. At all times, Elsie Communications will use its best efforts to provide access to the Internet and web presences on the Internet.

Except for products or services clearly identified as being supplied by Elsie Communications, neither Elsie Communications nor any of its affiliates operates or controls any information, products or services on the Internet in any way, and that, except for such Elsie Communications identified information, products or services, all merchandise, products or services offered or made available or accessible through Elsie Communications or on the Internet generally, are offered or made available or accessible by third parties who are not part of Elsie Communications or its affiliates.

**Elsie Communications** (“Company”), has formulated this Acceptable Use Policy (“Policy”) in order to provide for the responsible use of Company’s networks, systems, services, web sites and products (collectively, the “Company Services”) by our customers and other users of the Company Services (individually “User” and collectively “Users”), and to enable Company to provide Users with secure, reliable and productive services. By using the Company Services, Users consent to be bound by the terms of this Policy. Company reserves the right to modify this Policy in its discretion at any time. Such modification will be effective when posted to the Company website (<http://elsiecomm.net/>) or any successor URL(s). Users of Company Services should regularly visit the web site and review this Policy to ensure that their activities

conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy shall govern. Any use of the Company Services after such posting shall constitute acceptance of such modification.

**General Policy.** The provisions of this Policy are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. Company reserves the right at all times to prohibit activities that damage Company's commercial reputation and goodwill or affect the quality of Company Services or Company's ability to provide service.

**Suspension; Termination.** In order to preserve the integrity of Company's Services, Company may take action against a User, including the cancellation of User's Internet service account, if User, or anyone using User's Company Services, violates this Policy, the terms and conditions for any agreement, any law governing User's conduct on the Internet, or the policies of any network accessed through Company Services. Further, if User, or anyone using User's Company Services, engages in any conduct that interferes with Company Services or the use and enjoyment of the Internet by others, User's Internet service account also may be cancelled. If such conduct results in damages to Company, User may be required to reimburse Company for all such damages, subject to a minimum amount of \$500.00. User may also be charged an activation fee or further deposits to reconnect a suspended or terminated account.

**Limitation of Responsibility.** Through the Company Services User will use networks or access information and other services that Company does not own or control. Company is not responsible in any manner for the content or accuracy of information or services from sources that Company does not control. Company reserves the right to remove or restrict access to any material that Company believes is illegal, that may subject Company to liability, or that violates this Policy or any other Company policy. If User has any questions regarding this Policy, User may contact Company at [admin@signal-telcom.com](mailto:admin@signal-telcom.com)

### **Prohibited Conduct.**

**A. In General.** The Company Services must be used in a manner that is consistent with the intended purposes of the Company Services and may be used only for lawful purposes. Users shall not use the Company Services in order to: (a) transmit, distribute or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect Company Services or other Company customers; or (c) that may expose Company to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this Policy, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this Policy.

**B. Inappropriate Content.** Users shall not use the Company Services to post, transmit, distribute or store any information or material, as reasonably determined by Company, that is inappropriate or objectionable, obscene (including child pornography), offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or

ethnically offensive, excessively violent or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

**C. Intellectual Property.** Material accessible through the Company Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Company Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If User uses a domain name in connection with any of the Company Services, User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**D. Harmful Content/Use.** Users shall not use the Company Services to transmit, distribute or store material that may be harmful to or interfere with Company Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, Company Services shall not be used to access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for User, logging into or making use of a server or account User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts.

**E. Fraudulent/Misleading Content.** Users shall not use Company Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**F. E-mail and Unsolicited Messages.** Users of Company Services may not: (a) send a harassing or unwanted solicitation by e-mail; (b) send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients ("Spamming"); (c) send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to Company from the recipient; (d) continue to send e-mail to a specific address after the recipient or Company has requested User to stop such transmissions; (e) falsify User's e-mail address, or any other identification information, while using Company Services; (f) use e-mail to originate chain e-mails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept e-mail without the express permission of the owner, or operate a mail server to relay or intercept e-mail; or (h) place User's website address, which User has hosted through Company, on unsolicited commercial messages. Company reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists. Newsgroup spamming also places an unnecessary burden on system resources. Cross-posting the same (or a substantially similar) article to multiple Newsgroups is considered Spamming and is prohibited.

Company reserves the right to restrict access to any Newsgroups or Internet Relay Chat (“IRC”) services. Many Newsgroups prohibit posting of commercial advertisements or solicitations. User is required to comply with Newsgroup’s policies. User may not use IRC bots, or violate any policy of an IRC server, when using Company Services, including use of IRC-based telephony and videoconferencing. It is User’s responsibility to determine the acceptable use policies for any IRC server to which User connects.

**Third Party Rules.** Users may have access through Company Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

**Inappropriate Actions.** Company does not tolerate hacking and attacks. “Hacking” is any unauthorized attempt to monitor, access or modify computer system information or interfere with normal system operations, whether this involves Company equipment or any computer system or network that is accessed through Company Services. An “attack” is any interference with Internet service to any User, host or network, including, but not limited to, mail-bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Inappropriate activity may result in civil or criminal liability. The Company will investigate such activity, and will, as appropriate, involve law enforcement authorities in prosecuting Users involved in inappropriate actions.

**Security.** User is responsible for any misuse of Company Services. Therefore, User must take steps to ensure that others do not use User’s account to gain unauthorized access to Company Services. In all cases, User is solely responsible for the security of any device User chooses to connect to Company Services, including any data stored or shared on that device. It is User’s responsibility to implement and maintain security procedures for User’s network or system. Company is not responsible for any loss or damaged caused by hacking, attacks and other related activities.

**Responsibility for Content.** Company takes no responsibility for any material created or accessible on or through Company Services. Company is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Company becomes aware that any such material may violate this Policy and/or expose Company to civil or criminal liability, Company reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. Company further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Company deems responsible for the wrongdoing.

**Reporting Violations.** Violations of this Policy may be reported to Company [admin@signal-telcom.com](mailto:admin@signal-telcom.com).

**Enforcement of Policy.** The failure of Company to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. User agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent

with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.