

Acceptable Use Policy

1 **IMPORTANT NOTE:** Air-Pipe may revise this Acceptable Use Policy (the "Policy")
2 from time to time by posting a new version of this document on the Air-Pipe Web
3 site at <http://www.Air-Pipe.com> (or any successor URL(s)). Such modifications will
4 be effective when posted. **Any use of the Service after the posting of any change to**
5 **the terms of this Policy constitutes acceptance of the change.** Accordingly,
6 customers and users of the Air-Pipe High-Speed Internet Service should regularly
7 visit our web site and review this Policy to ensure that their activities conform to the
8 most recent version. In the event of a conflict between any subscriber or customer
9 agreement and this Policy, the terms of this Policy will govern. Questions regarding
10 this Policy and complaints of violations of it by Air-Pipe customers and users can be
11 directed to support@air-pipe.com

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13 It is Air-Pipe's intent to provide our customers with the best wireless
14 Internet service possible. In order to accomplish this task, we have adopted
15 this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines
16 acceptable use of the Air-Pipe High-Speed Internet service (the "Service"), as
17 well as permissible and prohibited conduct for using the Service to access the
18 Internet. This Policy, including its customer use restrictions, is in addition to
19 the restrictions contained in the Air-Pipe High-Speed Internet Connectivity
20 Agreement (the "Subscriber contract").

21 It is the responsibility of all Air-Pipe High-Speed Internet customers
22 and all others who have access to Air-Pipe's network (hereinafter "Service
23 Customers" to comply with this AUP and all Air-Pipe policies. As a Service
24 customer, it is your responsibility to secure your computer equipment so that
25 it is not subject to external threats such as viruses, spam, and other
26 methods of intrusion. Failure to comply with these or any other Air-Pipe
27 policies could result in the suspension or termination of your Service. If you
28 do not agree to comply with all of these policies including the AUP, you must
29 immediately stop use of the Service and notify Air-Pipe so that your account
30 may be closed.

31 **Note:** Air-Pipe reserves the right to immediately terminate the Service and
32 the Subscriber Agreement if you engage in any of the prohibited activities
33 listed in this AUP or if you use the Air-Pipe Equipment or Service in a way
34 which is contrary to any Air-Pipe policies or any of Air-Pipe's suppliers'

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35 policies. You must also strictly adhere to any policy set forth by another
36 service provider accessed through the Service.

37 **PROHIBITED USES AND ACTIVITIES**

38 By contracting for services from Air-Pipe, Service Customers agree to refrain
39 from using the Service, Customer Equipment or Air-Pipe Equipment for any
40 prohibited use and/or activity. Prohibited uses and activities include, but are
41 not limited to, using the Service, Customer Equipment, or Air-Pipe Equipment
42 to:

- 43 i. undertake or accomplish any unlawful purpose or in a manner that
44 violates any local, state, federal, or international law, order or
45 regulation. This includes, but is not limited to, posting, storing,
46 transmitting or disseminating information, data or material which is
47 libelous, obscene, illegal, threatening, defamatory, excessively
48 violent, invasive of privacy, or which infringes the intellectual
49 property rights of any person or entity, or which in any way
50 constitutes or encourages conduct that would constitute a criminal
51 offense, give rise to civil liability, or otherwise violate any local,
52 state, federal or international law, order or regulation;
- 53 ii. upload, download, post, store, send, transmit, distribute, publish,
54 or disseminate any information, data, image, text or other material
55 which a reasonable person could deem to be objectionable,
56 offensive, abusive, inflammatory, indecent, pornographic,
57 harassing, threatening, embarrassing, distressing, vulgar, hateful,
58 racially or ethnically offensive, or otherwise inappropriate,
59 regardless of whether this material or its dissemination is unlawful;
- 60 iii. upload, post, publish, transmit, reproduce, create derivative works
61 of, or distribute in any way information, software or other material
62 obtained through the Service or otherwise that is protected by
63 copyright or other proprietary right, without obtaining permission
64 of the owner;

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- 65 iv. collect, or attempt to collect, personal information, e-mail
66 addresses, screen names, or other identifiers of third parties
67 without their consent;
- 68 v. access any other person's or entity's computer or computer
69 system, software, or data without their knowledge and consent;
70 breach the security of another user; or attempt to circumvent the
71 user authentication or security of any host, network, or account;
- 72 vi. use or distribute tools designed or used for compromising security,
73 such as password guessing programs, decoders, password
74 gatherers, unauthorized keystroke loggers, analyzers, cracking
75 tools, packet sniffers, encryption circumvention devices, or Trojan
76 Horse programs. Network probing or port scanning tools are only
77 permitted when used in conjunction with the user's private
78 network, or if explicitly authorized by the destination host and/or
79 network. Unauthorized port scanning, for any reason, is strictly
80 prohibited;
- 81 vii. distribute programs that remove locks or time-outs built into
82 software (cracks);
- 83 viii. transmit unsolicited bulk or commercial messages or "spam" or
84 collect responses from unsolicited e-mail. This includes, but is not
85 limited to, unsolicited advertising, promotional materials or other
86 solicitation material, bulk mailing of commercial advertising, chain
87 mail, informational announcements, charity requests, and petitions
88 for signatures;
- 89 ix. send numerous copies of the same or substantially similar
90 messages, empty messages, or messages which contain no
91 substantive content, or send very large messages or files to a
92 recipient that disrupts a server, account, newsgroup, or chat
93 service;
- 94 x. restrict, inhibit, or otherwise interfere with the ability of any other
95 person, regardless of intent, purpose or knowledge, to use or enjoy
96 the Service, including, without limitation, posting or transmitting

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- 97 any information or software which contains a worm, virus, or other
98 harmful feature, or generating levels of traffic sufficient to impede
99 others' ability to send or retrieve information;
- 100 xi. restrict, inhibit, interfere with, or otherwise disrupt or cause a
101 performance degradation, regardless of intent, purpose or
102 knowledge, to the Service or any Air-Pipe (or Air-Pipe supplier)
103 host, server, backbone network, node or service, or otherwise
104 cause a performance degradation to any Air-Pipe (or Air-Pipe
105 supplier) facilities used to deliver the Service;
- 106 xii. resell or otherwise make the Service available for use by non-
107 customers (i.e. wi-fi, or other methods of networking), in whole or
108 in part, directly or indirectly, or on a bundled or unbundled basis,
109 unless such use is specifically agreed to in writing by Air-Pipe. The
110 Service is for personal and non-commercial use only and you agree
111 not to use the Service for operation as an Internet service provider
112 or for any business enterprise or purpose, or as an end-point on a
113 non-Air-Pipe local area network or wide area network, unless such
114 use is specifically agreed to in writing by Air-Pipe;
- 115 xiii. connect multiple computers in order to set up a LAN (Local Area
116 Network) that in any manner would result in a violation of the
117 terms of this Policy or an applicable Service plan;
- 118 xiv. run programs, equipment, or servers that provide network content
119 or any other services to anyone outside of your personal LAN
120 (Local Area Network), also commonly referred to as public services
121 or servers. Examples of prohibited services and servers include,
122 but are not limited to, e-mail, Web hosting, file sharing, and proxy
123 services and servers;
- 124 xv. service, alter, modify, or tamper with the Air-Pipe Equipment or
125 Service or permit any other person to do the same who is not
126 authorized by Air-Pipe;
- 127 xvi. interfere with computer networking or telecommunications service
128 to any user, host or network, including, without limitation, denial

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129 of service attacks, flooding of a network, overloading a service,
130 improper seizing and abuse of operator privileges and attempts to
131 "crash" a host; and
132 xvii. violate the rules, regulations, or policies applicable to any network,
133 server, computer database, or Web site that you access.

134 **SECURITY**

135 You are responsible for any misuse of the Service, even if the misuse was
136 committed by a friend, family member, or guest with access to your Service
137 account. Therefore, you must take steps to ensure that others do not use
138 your account to gain unauthorized access to your Service account. In all
139 cases, you are solely responsible for the security of any device you choose to
140 connect to the Service, including any data stored or shared on that device.

141 **INAPPROPRIATE CONTENT AND TRANSMISSIONS**

142 Air-Pipe reserves the right, but is not obligated, to refuse to transmit or post
143 and to remove or block any information or materials, in whole or in part, that
144 it, in its sole discretion, deems to be offensive, indecent, or otherwise
145 inappropriate, regardless of whether this material or its dissemination is
146 unlawful. Neither Air-Pipe nor any of its affiliates, suppliers, or agents have
147 any obligation to monitor transmissions or postings (including, but not
148 limited to, e-mail, newsgroup, or instant message transmissions or postings
149 on personal or individual websites) made on the Service. However, Air-Pipe
150 and its affiliates, suppliers, and agents have the right to monitor these
151 transmissions and postings from time to time for violations of this Policy and
152 to disclose, block, or remove them in accordance with the Subscriber
153 Agreement and any other applicable agreements and policies.

154 **ELECTRONIC MAIL**

155 As stated above, the Service may not be used to send unsolicited bulk or
156 commercial messages and may not be used to collect responses from
157 unsolicited e-mail sent from accounts on other Internet hosts or e-mail

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158 services that violate this Policy or the acceptable use policy of any other
159 Internet service provider. Moreover, unsolicited e-mail may not direct the
160 recipient to any Web site or other resource that uses the Service. Activities
161 that have the effect of facilitating unsolicited commercial e-mail or unsolicited
162 bulk e-mail, whether or not the e-mail is commercial in nature, are
163 prohibited. Forging, altering, or removing electronic mail headers is
164 prohibited. You may not reference Air-Pipe or the Air-Pipe network (e.g. by
165 including "Organization: Air-Pipe" in the header or by using an IP address
166 that belongs to Air-Pipe or the Air-Pipe network) in any unsolicited e-mail
167 even if that e-mail is not sent through the Air-Pipe network or Service.

168 Air-Pipe is not responsible for deleting or forwarding any e-mail sent to the
169 wrong e-mail address by you or by someone else trying to send e-mail to
170 you. Air-Pipe is also not responsible for forwarding e-mail sent to any
171 account that has been suspended or terminated. This e-mail will be returned
172 to the sender, ignored, deleted, or stored temporarily at Air-Pipe's sole
173 discretion. In the event that Air-Pipe believes in its sole discretion that any
174 subscriber name, account name, or e-mail address (collectively, an
175 "identifier") on the Service may be used for, or is being used for, any
176 misleading, fraudulent, or other improper or illegal purpose, Air-Pipe (i)
177 reserves the right to block access to and prevent the use of any such
178 identifier and (ii) may at any time require any customer to change his or her
179 identifier. In addition, Air-Pipe may at any time reserve any identifiers on the
180 Service for Air-Pipe's own purposes.

181 **INSTANT MESSAGES AND VIDEO MESSAGES**

182 Users alone are responsible for the contents of their instant messages and
183 video messages and the consequences of any such messages. Air-Pipe
184 assumes no responsibility for the timeliness, mis-delivery, deletion or failure
185 to store instant messages or video messages.

186 **THIRD PARTY RULES; USENET; NEWSGROUPS**

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187 Through use of the Air-Pipe services, users may access search engines,
188 subscription Web services, chat areas, bulletin boards, newsgroups, Web
189 pages, USENET, or other services that promulgate rules, guidelines or
190 agreements to govern their use. Users must adhere to any such rules
191 regulations, guidelines, or agreements.

192 **NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS**

193 Air-Pipe may provide versions of the Service with different speeds and
194 bandwidth usage limitations, among other characteristics, subject to
195 applicable Service plans. You shall ensure that your use of the Service does
196 not restrict, inhibit, interfere with, or degrade any other user's use of the
197 Service, nor represent (in the sole judgment of Air-Pipe) an overly large
198 burden on the network. The continuous uploading and/or downloading of
199 information is prohibited. Additionally, Air-Pipe reserves the right to limit the
200 users ability to download streaming video during peak usage hours. In
201 addition, you shall ensure that your use of the Service does not restrict,
202 inhibit, interfere with, disrupt, degrade, or impede Air-Pipe's ability to deliver
203 and provide the Service and monitor the Service, backbone, network nodes,
204 and/or other network services.

205 You further agree to comply with all Air-Pipe network, bandwidth, and data
206 storage and usage limitations. You shall ensure that your bandwidth
207 consumption using the Service does not exceed the limitations that are now
208 in effect or may be established in the future. If your use of the Service
209 results in the consumption of bandwidth in excess of the applicable
210 limitations, that is a violation of this Policy. In such cases, Air-Pipe may, in its
211 sole discretion, terminate or suspend your Service account or request that
212 you subscribe to a version of the Service with higher bandwidth usage
213 limitations if you wish to continue to use the Service at higher bandwidth
214 consumption levels.

215 In addition, you may only access and use the Service with a dynamic
216 Internet Protocol ("IP") address that adheres to the dynamic host

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217 configuration protocol ("DHCP"). You may not configure the Service or any
218 related equipment to access or use a static IP address or use any protocol
219 other than DHCP unless you are subject to a Service plan that expressly
220 permits otherwise.

221 **COPYRIGHT INFRINGEMENT**

222 Air-Pipe is committed to complying with U.S. copyright and related laws, and
223 requires all customers and users of the Service to comply with these laws.
224 Accordingly, as noted above, you may not store any material or content on,
225 or disseminate any material or content over, the Service (or any part of the
226 Service) in any manner that constitutes an infringement of third party
227 intellectual property rights, including rights granted by U.S. copyright law.

228 **VIOLATION OF ACCEPTABLE USE POLICY**

229 Air-Pipe does not routinely monitor the activity of Service accounts for
230 violation of this AUP. However, in our efforts to promote good citizenship
231 within the Internet community, we will respond appropriately if we become
232 aware of inappropriate use of our Service. Although Air-Pipe has no
233 obligation to monitor the Service and/or the network, Air-Pipe and its
234 suppliers reserve the right at any time to monitor bandwidth, hours and
235 types of usage, upload and download performance, transmissions, and
236 content from time to time in order to operate the Service; to identify
237 violations of this Policy; and/or to protect the network, the Service and Air-
238 Pipe users.

239 Air-Pipe prefers to advise customers of inappropriate behavior before taking
240 remedial action. However, if the Service is used in a way that Air-Pipe or its
241 suppliers, in their sole discretion, believe violate this AUP, Air-Pipe or its
242 suppliers may take any responsive actions they deem appropriate. These
243 actions include, but are not limited to, temporary or permanent removal of
244 content, cancellation of newsgroup posts, filtering of Internet transmissions,
245 and the immediate suspension or termination of all or any portion of the
246 Service. Neither Air-Pipe nor its affiliates, suppliers, or agents will have any

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247 liability for any of these responsive actions. These actions are not Air-Pipe's
248 exclusive remedies and Air-Pipe may take any other legal or technical action
249 it deems appropriate.

250 Air-Pipe reserves the right to investigate suspected violations of this AUP,
251 including the gathering of information from the user or users involved and
252 the complaining party, if any, and examination of material on Air-Pipe's
253 servers and network. During an investigation, Air-Pipe may suspend the
254 account or accounts involved and/or remove or block material that
255 potentially violates this Policy. You expressly authorize Air-Pipe and its
256 suppliers to cooperate with (i) law enforcement authorities in the
257 investigation of suspected legal violations, and (ii) system administrators at
258 other Internet service providers or other network or computing facilities in
259 order to enforce this Policy. This cooperation may include Air-Pipe providing
260 available personally identifiable information about you to law enforcement or
261 system administrators, including, but not limited to, username, subscriber
262 name, and other account information. Upon termination of your account, Air-
263 Pipe is authorized to delete any files, programs, data and e-mail messages
264 associated with your account.

265 The failure of Air-Pipe or its suppliers to enforce this AUP, for whatever
266 reason, shall not be construed as a waiver of any right to do so at any time.
267 You agree that if any portion of this Policy is held invalid or unenforceable,
268 that portion will be construed consistent with applicable law as nearly as
269 possible, and the remaining portions will remain in full force and effect.

270 You agree to indemnify, defend and hold harmless Air-Pipe and its affiliates,
271 suppliers, and agents against all claims and expenses (including reasonable
272 attorney fees) resulting from you engaging in any of the prohibited activities
273 listed in this AUP or resulting from your violation of the AUP or of any other
274 posted Air-Pipe policy related to the Service. Your indemnification will survive
275 any termination of the Subscriber Agreement.

276 *Revised and effective: August 19, 2008*