

Acceptable Use Policy

SDN Global, LLC

When using SDN Global's service, customers should be aware that the following Terms of Service and Acceptable Use Policies (Terms and Policies) apply at all times. These Terms and Policies have been developed in order to ensure that all SDN Global customers have a high-quality service that is being used appropriately by all customers. By establishing and using an SDN Global account, customers agree to all of the Terms and Policies set out in this document and any revisions hereto as posted on www.sdnglobal.com/legal.htm.

General Terms and Policies

SDN Global, LLC. (referred to in this document as "SDN.") is a private company providing a commercial gateway to the Internet and private IP interconnect services. SDN's equipment and facilities may be used to send electronic mail, conduct commercial transactions, access bulletin boards, newsgroups and private networks, engage in online chat sessions, transfer files, and otherwise enjoy all commonly acceptable and legal aspects of the Internet (referred to in this document as "the Service."), subject to these Terms and Policies.

This service is provided to authorized persons or organizations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to the restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your service immediately and may not thereafter use or attempt to use the Service. SDN grants you a non-exclusive right to access, use, and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sub-license or transfer any rights or obligations of the Service without the express written consent of SDN.

Coverage

If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents, customers, and/or any person who gains access through your account(s) or via your physical connection(s). In either instance, a violation of these Terms and Policies by anyone using your account(s) or physical connection(s) will be imputed to you.

Prices and Charges

Unsolicited Bulk E-mail ("spam") cleanup: You will be charged for cleanup of such activity on an individual case basis. These charges are solely for compensation of cost incurred by SDN. You are still responsible for any governmental or court imposed fines and/or fees.

Grounds for Suspension and Termination

You agree to comply with these Terms and Policies, as well as the applicable rules, regulations, and policies of any network, bulletin board, newsgroup, Web site or Internet Service Provider accessed through the Service. Any violation of either these Terms and Policies or the other rules, regulations, or policies noted above may serve as cause for SDN to suspend or terminate your account. You agree that SDN has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

- A. Using the Service in a way that constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
- B. Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail, i.e., "spamming" **(the suspension or**

termination that will result from spamming is entirely separate from and in addition to the fees that will be placed on your account due to such activity);

- C. Using the Service in an attempt to break security, (see also subparagraph 'R' of this Section), or so as to actually break security of any computer network (including the Service itself), or to attempt/make unauthorized entry into any machine/equipment accessible on the network or to access an account of which you are not the owner or a communication on which you are not the sender or intended recipient, except that companies and/or consultants in the security field may conduct such security breach attempts upon their customers when requested by such customer;
- D. Using the Service in such a way as to forge headers/addresses in Internet Protocol (IP) packets and/or electronic mail or USENET postings or using any other method to disguise the sender's identity;
- E. Excessively using the Service in such a way as to limit the bandwidth or access available to others, including, but not limited to, use of streaming software, sending e-mail traffic in excess of fifty (50) megabytes per day, or using ping, e-mail check, excessive IRC (Internet Relay Chat) logging, or any automated program with the sole intent of creating a continuous high volume connection;
- F. Posting commercial messages to a USENET group where the posting is not approved by the specific USENET group in its charter, or mass postings to large numbers of USENET groups;
- H. Using the Service to promote or solicit competing Internet services;
- I. Using the Service for unauthorized relays through any third-party systems;
- J. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet;
- K. Using the Service for mail-bombing, which is defined as the sending of mass amounts of e-mail to one recipient, with the intent to render that recipient's account and/or the electronic system serving that account dysfunctional;
- L. Using the Service to engage in any form of Denial of Service attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data that effectively impedes or totally disables functionality of the recipient system(s) or the Internet, and connectivity, including but not limited to syn flood attacks (flooding a router or server to disable it) and smurfing (forging an IP address to impersonate someone else);
- M. Using the Service to add or attempt to add addresses to any mailing list without the explicit positive consent of the addressee(s);
- N. Using the Service to forward or post "chain letters" (multiple forwarding) of any type;
- O. Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than your own;
- P. Engaging in harassment, whether through language, frequency, or size of messages;
- Q. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information.
- R. 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 without express authorization of the owner of the system or network, SDN specifically considers the practice of 'port scanning' to be in violation of this Acceptable Use Policy, provided however that companies and/or consultants in the security field may conduct such security breach attempts upon their customers when requested by such customer;
- S. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
- T. Distribution of viruses, worms, Trojan horses or any other destructive activities;
- U. Failure to immediately apply corrective action when advised that one of your computer systems has been compromised or is the source of an unacceptable use (the definition of immediately will be supplied by SDN at the time of notification based on severity of the infection or situation);
- V. Using the Service for pornographic or obscene content; and,
- W. Publishing or distributing fake or fraudulent security certificates.

Security

You agree not to access or attempt to access private areas of the Service. You agree to notify SDN as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.

You understand and agree that your account(s) or physical connection(s) may be arbitrarily filtered, limited, or terminated if we are unable to contact you relative to a violation of any policy enumerated within this document or if you fail to apply corrective action when so contacted. Such filters will be removed when you demonstrate that the affected system has been corrected.

Intellectual Property

SDN does not undertake to examine or review messages, files, or other materials that are accessible through, pass through, or reside on the Service. If SDN is informed of an alleged copyright or trademark infringement on the Service, SDN will attempt to notify the affected Subscriber(s) of those allegations and secure a response. SDN may, at its sole discretion, block access to or remove on a temporary or permanent basis materials that SDN believes may create, constitute, or contribute to copyright or trademark infringements or any other violations of federal or state law. You agree not to assert any claims against SDN for any such action.

Liability

You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by SDN, neither SDN nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service, including, but not limited to, computer viruses or worms and any information that is controversial, sexually explicit, or offensive to you or users for whom you are responsible. SDN is not responsible for the accuracy or content of such material, and you agree that SDN is not responsible for any loss or damage caused by your use of, or reliance on, such material. You also agree that you are solely responsible for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

You understand and agree that you have sole responsibility for your posting of any material to any site or newsgroup on the Internet, including but not limited to postings to Web sites, whether residing on SDN's equipment or not, postings to newsgroups, and participation in any online chat sessions. You agree to indemnify and hold harmless SDN and its parent, subsidiaries, affiliates, officers, directors, employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.

You agree to maintain all equipment required for access to and the use of your SDN Mail account, to maintain security of your Customer identification, passwords, pin codes, credit card, security access devices and other confidential information relating to your SDN Mail account.

You agree to be liable for any damages or loss of service that results in damages to SDN as a result of any spamming or other violations of Section 4 above. These damages include, but are not limited to the following: system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that SDN may pursue any such claims against you in the Circuit Court of Mecklenburg County, and you hereby consent to the jurisdiction and venue of said court.

You agree that you will not be eligible for, nor will you seek, any form of refund or other compensation for any full or partial data outage time that results from a violation of any element of this Acceptable Use Policy.

Notification

SDN will attempt to contact you in the event of service termination due to any of the provisions of this document. SDN will, at its sole discretion, determine whether notification prior to service termination is possible; however, the security of other network users is paramount and takes precedence over all other issues. SDN will attempt to verbally notify you using whatever contact information is currently in the records. Follow-up notification shall be given in writing via certified mail at the address currently in the records.

Law Enforcement Cooperation

SDN maintains extensive connection tracking records and will cooperate to the maximum extent allowed by law with all applicable law enforcement agencies. SDN will not release any customer information or subscriber records except to legitimate law enforcement agencies with a valid court order.

Warranty

SDN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY SDN OR ITS EMPLOYEES SHALL CREATE A WARRANTY.

THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY SDN ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; SDN DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. SDN DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF YOUR DATA STORED ON THE SERVICE.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SDN BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, EVEN IF SDN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

Subject to applicable law and notwithstanding any damages Subscriber may incur for any reason whatsoever, (including without limitation, all damages referenced above and all direct or general damages), THE ENTIRE LIABILITY OF SDN UNDER ANY PROVISION OF THIS AGREEMENT OR WITH RESPECT TO THE SERVICES, AND SUBSCRIBER'S EXCLUSIVE REMEDY AGAINST SDN SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THAT PORTION OF THE SDN SERVICES THAT CAUSES THE DAMAGES. The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. The limitation of liability set forth herein is for any and all matters for which SDN may otherwise have liability arising out of or in connection with the Services, whether the claim arises in contract, tort, statute or otherwise.

Privacy

SDN commits to follow the controlling Federal and State laws respecting Subscriber privacy and data access. SDN will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or under an appropriate court or administrative directive. SDN may access and use individual Subscriber information in the operation of the Service and as necessary to protect the Service

Disputes

You agree that any dispute between you and SDN arising out of your use of the Service on in any way based upon your subscription to and/or use of the Service that cannot be resolved between you and SDN will be pursued in the Circuit Court of Mecklenburg County, and you hereby consent to the jurisdiction and venue of said court.

Allocation of Risk

The provisions of the Terms and Policies totally allocate the risks between subscriber and SDN. SDN pricing reflects this allocation of risk and the limitation of liability specified herein.

Changes

SDN may change at any time and for any reason these terms of service and acceptable use policies. Revised terms and policies will be posted to <http://www.sdnglobal.com/legal.htm>. Revised terms and policies are binding on you as soon as they are posted. If you do not wish to continue subscribing to the Service under any revised terms and policies, inform SDN at once, and your account will be closed in accordance with your contract terms.