

ACCEPTABLE USE POLICY

In order to provide superior customer service with a no-nonsense commitment to customer satisfaction and to insure the integrity of your use of SpeedConnect, we have adopted an "Acceptable Use Policy" for SpeedConnect customers. Please read this Acceptable Use Policy prior to accessing SpeedConnect. By accessing and using SpeedConnect, you agree to the terms and conditions of this Acceptable Use Policy. SpeedConnect reserves the right to immediately terminate your account, without notice and at our sole discretion, if you or any others who use your account violate this Acceptable Use Policy. SpeedConnect also reserves the right to immediately remove any material or information, which violates this Acceptable Use Policy for any reason, at our sole discretion without prior notice.

1. NO ILLEGAL OR FRAUDULENT USE

You agree that you will not use, nor allow others to use, SpeedConnect to violate any applicable federal, state, local or international laws. You agree that you will not use, nor allow others to use, SpeedConnect to commit a crime or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, engaging in a pyramid scheme, a ponzi scheme or sending chain letters.

2. NO COMMERCIAL USE

SpeedConnect is designed for personal and family use within a single household. You agree that you will not use, nor allow others to use, SpeedConnect to operate any type of business or commercial enterprise or to use SpeedConnect as an Internet Service Provider. You may set up one (1) Web page per account for personal use using speedconnect.com, but you may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server, or to run any other server applications.

3. NO EXCESSIVE USE OF BANDWIDTH

If we determine, at our sole discretion, that you are using an excessive amount of bandwidth, we may terminate your account at any time and without notice, or require you to upgrade your service level and pay additional fees in accordance with our Pricing Structure.

4. NO "SPAMMING"

You agree that you will not use, nor allow others to use, SpeedConnect to send unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation ("spamming"). We reserve the right, in our sole discretion, to determine whether such posting or transmission constitutes an advertisement, promotional material or any other form of solicitation.

5. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

You agree that you will not use, nor allow others to use, SpeedConnect to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitization of music, movies, photographs or other copyrighted materials or software.

6. NO SYSTEM DISRUPTION

You agree that you will not use, nor allow others to use, SpeedConnect to disrupt SpeedConnect network or computer equipment owned by other SpeedConnect customers. You also agree that you will not use, nor allow others to use, SpeedConnect to disrupt other Internet Service Providers or services, including but not limited to, by e-mail bombing or the use of mass mailing programs.

7. NO "HACKING"

You agree that you will not use, nor allow others to use, SpeedConnect to access the accounts of others or to attempt to penetrate security measures of SpeedConnect or other computer systems ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

8. NO THREATS OR HARASSMENT

You agree that you will not use, nor allow others to use, SpeedConnect to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

9. NO HARM TO MINORS

You agree that you will not use, nor allow others to use, SpeedConnect to harm or attempt to harm a minor, including but not limited to, using SpeedConnect to send pornographic, obscene or profane materials.

10. NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through SpeedConnect.

11. NO ABUSE OF NEWSGROUPS

You agree that you will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

12. NO "VIRUSES"

You agree that you will not use, nor allow others to use, SpeedConnect to intentionally transmit computer "viruses, worms, Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software.

13. REVISIONS TO POLICY

SpeedConnect reserves the right to update or modify this Acceptable Use Policy at any time upon thirty (30) days prior written notice. Notice of modifications to this Acceptable Use Policy may be given by posting such changes to the SpeedConnect homepage (<http://www.speedconnect.com>), by electronic mail or by conventional USPS mail.

Acceptable Use Policy, Version 2.1