

ITS Telecommunications Systems, Inc.

ITSpeed Internet Access Products and Services

ACCEPTABLE USE POLICY

The Acceptable Use Policy (AUP) below has been designed to ensure a responsible use of the Internet and its resources, and to avoid practices that degrade the usability of the network. It concerns the image and reputation of ITS as a responsible service provider by taking care of security, reliability and privacy of ITS' systems and network. All users of ITS' network, systems, equipment, Internet services, and communication services ("ITSpeed service") must abide by and be bound by the terms of this AUP. Failure to abide by the AUP may result in the immediate suspension or termination of your ITSpeed account.

ITS reserves the right to modify this policy at any time and any such modification shall be automatically effective as to all customers when adopted by ITS and posted on its website <http://www.itstelecom.net>. Notwithstanding the foregoing, ITS agrees to provide supplemental notice of any changes to this AUP also by email or ordinary mail to Customer. By using ITSpeed, you agree to abide by, and require other permitted users of your account to abide by this Acceptable Use Policy.

1. Overall Guidelines

- A. **Prohibited Activities.** All users accessing the ITSpeed Service may use the network for lawful purposes only. The use of the ITSpeed service in violation of any applicable laws or regulations is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Without limiting the foregoing, you may not use the ITSpeed Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any ITS property, or in any way that directly or indirectly interferes with or disrupts ITS' network or adversely affects another's use or enjoyment of any service, including other ITS customers. You may not use or attempt to use the ITSpeed service in any manner such as to:
1. avoid incurring charges for or otherwise being required to pay for such usage;
 2. use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth applications unless you have made special subscription arrangements with ITS and the usage does not otherwise violate law or regulation;
 3. circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking");
 4. interfere with computer networking or telecommunications service to any user, host, or network, including without limitation, denial of service

- attacks, flooding of a network, overloading a service, improper seizure or abuse of operator privileges and attempts to “crash” a host;
5. take part in any fraudulent activities, including impersonating any person or entity or anyone else’s digital or manual signature;
 6. invade another person’s privacy, stalk, harass, or otherwise violate the rights of other persons;
 7. post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, incites hatred, or is otherwise offensive or objectionable;
 8. restrict, inhibit, or otherwise interfere with the ability of any other person to use or access the equipment or the *ITSpeed* service, including, without limitation, by posting or transmitting any software which contains a virus, lock, key, bomb, worm, Trojan Horse, cancelbot, or other harmful component;
 9. transmit any bulk e-mail, whether or not solicited;
 10. Resell, redistribute or otherwise disaggregate the *ITSpeed* service to any third party via any means. The *ITSpeed* service is for personal and non-commercial use only and you agree not to use the *ITSpeed* service for operation as an Internet service provider or for any business enterprise or purpose, or an end-point for non-ITS local area network or wide area network; provided, however, the foregoing restrictions shall not prohibit personal business use operated out of a residence.
 11. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose, or knowledge, to the *ITSpeed* service or any ITS host, server, backbone network node, or service, or otherwise cause a performance degradation to any ITS facilities used to deliver the *ITSpeed* service;
 12. collect, or attempt to collect, personal information about third parties without their consent;
 13. Transmit, receive, upload or download any information, software, or other material that is protected by copyright or other proprietary right (including trade secret materials), or other derivative works thereof, without obtaining permission of the copyright owner or right holders.
- B. **Disclosure of Customer Information.** ITS will not communicate its customers e-mail addresses or other personal identification to any third party without prior written approval. Exceptions are made within the scope of judicial and lawful investigations to which ITS will fully cooperate.
- C. The Customer may not sell, resell, duplicate, copy, provision, rent, lend, pledge, transfer, distribute, or exploit any portion of the *ITSpeed* service or associated services without the prior written consent of ITS.

2. Services

All of ITS’ network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

Email and Web-Hosting Services

A. Unsolicited Email Prohibited - You may not use ITS-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used ITS' equipment, network connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, re-mailing service or address forwarding service, in such a way that ITS' network addresses or ITS-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.

B. Unauthorized use, or forging, of mail header information (e.g. "Spoofing") is prohibited.

C. Fraudulent Activity Prohibited – You may not use the ITS email and web-hosting services to make fraudulent offers to sell or buy products, items, services, or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communications.

D. ITS reserves the right to suspend or delay delivery of email to any Customer utilizing the ITS email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on the Customer's behalf is deemed excessive. Excessive traffic is defined as any amount of email that consumes more than 10MB of disk storage space per individual mailbox or any volume of email traffic that noticeably degrades performance on the server in question, in the sole discretion of ITS. Stored mail exceeding these limits may be transferred to a compressed file or the account may be blocked until customer initiated maintenance is performed at ITS' discretion. ITS will attempt to notify the account holder via the account contact information on record; however ITS reserves the right to delete the contents of such email boxes upon thirty (30) days after attempted notification.

3. Excess Utilization of Network Resources.

You acknowledge that all of the *ITSpeed* Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. *You must comply with all current bandwidth, data storage, and other limitations on the ITSpeed service established by ITS and its suppliers.* You agree not to intentionally use the *ITSpeed* service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of ITS' network resources by one Customer may have a negative impact on all other Customers. Accordingly, you may not use the *ITSpeed* service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in ITS' sole discretion. Such prohibited actions include, but are not limited to: using the *ITSpeed* service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading

or downloading, *or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of the ITSspeed service.*

4. System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. ITS will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include but are not limited to the following:

- A. 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.;
- B. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.;
- C. Interference with service to any user, host or network; and
- D. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

5. Filtering of Incoming Email

As owner of the equipment and other resources utilized to provide services, ITS reserves the right to prohibit electronic communications from other entities on the Internet, including but not limited to those entities listed through MAPS (Mail Abuse Prevention System). Customers should be aware that such filtering may take place if deemed necessary by the designated members of the ITS operations staff.

6. Open Resources - those at risk for abuse

Upon notification of the existence of an abusable resource, including but not limited to, an open news server, an unsecured mail relay or a smurf amplifier, Customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after Customer has received such notification shall be considered a violation of this Acceptable Use Policy and enforced as such.

7. Customer Responsibility

Each ITS IP Customer is responsible for the activities of its representatives or end-users and, by accepting service from ITS, is agreeing to ensure that its customers/

representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an ITS IP Customer will be forwarded to the ITS IP Customer's account contact for action. If violations of the ITS Acceptable Use Policy occur, ITS reserves the right to terminate services with or take action to stop the offending Customer from violating ITS' AUP as ITS deems appropriate, without notice.

8. Indemnification

ITS has no practical ability to restrict all conduct, communications or content which might violate these Terms and Conditions prior to its transmission, nor can ITS ensure prompt removal of any such communications or content after transmission or posting. Accordingly, ITS does not assume liability to you or to others for any failure to enforce, or delay in enforcing, the terms and conditions set forth herein. Furthermore, you agree to defend, indemnify and hold ITS and its officers, directors, employees and agents harmless from any and all liabilities, costs and expenses, including attorneys' fees related to or arising from any violation of this Agreement by you or those who access the *ITSpeed* service through your account, or the use of the Services or the Internet or VOIP services and the placement or transmission of any message, information, software, audio files or other materials on the Internet by you or those who have access to the Service through your account in violation of this Agreement. You agree to promptly give ITS notice of any claim which you are involved with or otherwise gives rise to a duty hereunder.

9. Violations of AUP

ITS does not routinely monitor activity of the *ITSpeed* service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our *ITSpeed* service. In the event that you violate this AUP, ITS may, without limitation, restrict your access to ITS' network, require that you obtain Expanded Services, including upgrading you to a higher class of *ITSpeed* service, or immediately suspend or terminate your *ITSpeed* service. In the event of termination of your *ITSpeed* service, all applicable termination charges will apply. ITS has the right but not the obligation to monitor or restrict any uses of the *ITSpeed* service that ITS believes in its sole discretion violates this AUP, any part of the Terms and Conditions, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the *ITSpeed* service, and are responsible for abuse of your account by others.

10. No Warranties Provided by ITS

A. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET BY YOU AND YOUR AUTHORIZED USERS. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS UNLESS OTHERWISE DEFINED PURSUANT TO A SPECIFIC COMMUNICATIONS SERVICE AGREEMENT BETWEEN YOU AND ITS. ITS

DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, DEGRADATION OF VOICE QUALITY, UNINTERRUPTED, ERROR-FREE, OR LOSS OF CONTENT, DATA, OR INFORMATION OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE VIA THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. UNLESS OTHERWISE PROVIDED IN A SPECIFIC COMMUNICATIONS SERVICES AGREEMENT BETWEEN YOU AND ITS, ITS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH ITS OR ON THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ITS, ITS EMPLOYEES, AFFILIATES, OR CONTRACTORS SHALL CREATE A WARRANTY. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, AND OTHER INFORMATION AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY.

B. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL 911 OR E911 ACCESS TO EMERGENCY SERVICES. ACCESS TO EMERGENCY SERVICES MAY BE IMPACTED BY A NUMBER OF FACTORS INCLUDING THE SYSTEMS OF ANY SERVICE PROVIDER WHICH PROVIDES VOICE OVER INTERNET PROTOCOL (VOIP) CALLING. WE RECOMMEND THAT YOU MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES. YOU ALSO ACKNOWLEDGE THAT THE SERVICE MAY NOT BE SUITABLE FOR RELIABLE VOIP CALLING.

C. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS DONE AT YOUR DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS FROM LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE.

11. Limitation of Liability

ITS, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, DEGRADATION OF SERVICE, LOSS OF REVENUE OR PROFITS, OR FAILURE TO RECOGNIZE EXPECTED SAVINGS, OR DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR IN

CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE INCLUDING THE INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL OR VOIP SERVICES THROUGH THE SERVICE.

12. Governing Law and Jurisdiction

This Agreement shall be exclusively governed by, and construed in accordance with, the law of the State of Florida, without regard to its conflict of laws provisions. All disputes arising out of or related to the Agreement and the *ITSpeed* service must be brought in a federal or state court located in the State of Florida. You consent to the personal jurisdiction of such courts located in the State of Florida. Any cause of action you may have with respect to ITS or *ITSpeed* service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is waived.

13. Miscellaneous

A. In the event that any portion of this AUP is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Any failure or delay by ITS to insist upon, exercise, or enforce any right or any provision of this AUP shall not be construed as a waiver of any provision or right.

B. ITS reserves all rights including the right to revise, amend, or modify this AUP at any time, and any such revisions will be effective immediately after posting on the ITS website. Notwithstanding the foregoing, ITS agrees to provide supplemental notice of any changes to this AUP also by email or ordinary mail to Customer. You agree that your continued use of the *ITSpeed* service after the effective date of any such revision, amendment, or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP, as revised, modified, or amended. IT IS YOUR RESPONSIBILITY TO CHECK THE ITS WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.