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ISPEED ACCEPTABLE USE POLICY

ISpeed encourages the responsible use of its services by its customers. These policies are designed so that ISpeed can offer quality services and products to its clients. ISpeed reserves the right to change these policies at any time and are effective as soon as they are posted. All users of ISpeed services consent to be bound to these policies. ISpeed reserves the right to refuse service to anyone for any violation of these policies.

TERMINATION OF SERVICES

Users who have violated any element of this agreement will be subject to a termination of service. ISpeed has full discretion in determining the degree and practicality of the violation of this agreement. ISpeed will attempt to notify Customer prior to termination of service for any violation of these policies. Acceptable contact may be email, U.S. Postal Service, telephone, or facsimile. Service may be terminated without notice if ISpeed becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation that exposes ISpeed to criminal or civil liability or that exposes ISpeed or its customers. Such harm may include, but is not limited to, risk of having an IP address placed on blacklists etc. ISpeed will cooperate with local and national governments to protect its integrity and its customers. ISpeed will not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from ISpeed's right to terminate service.

ISpeed internet services may only be used for legal internet purposes. Users shall not use services to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect ISpeed and/or its customers; or (c) that may expose ISpeed to criminal or civil liability.

RESTRICTED CONTENT

Users shall not use ISpeed Services to transmit, distribute or store material that is inappropriate, as determined by ISpeed, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

UNAUTHORIZED DUPLICATION

Material accessible through the internet via ISpeed Services may be subject to protection under privacy, publicity, or other personal rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use ISpeed Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with ISpeed Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party or infringe upon any of the above-mentioned laws (locally, nationally, and internationally).

HARMFUL ACTIVITIES

Users shall not use ISpeed Services to transmit, distribute or store material that may be harmful to or interfere with ISpeed Services and or customers 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. Also included here is 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.

ISpeed services may not be used to copy, reverse engineer, reverse assemble, attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through illegal means; access sites or services by any other means than standard industry acceptable interfaces; transmit any message, information, data, text, software or image, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable or which may invade another customers rights or privacy; impersonate any person or entity, including without limitation ISpeed Wireless and/or its staff or customers, in any chat room, forum, and/or otherwise misrepresent your affiliation with such person or entity.

UNSOLICITED SPAM

Users shall not use ISpeed Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email , where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to ISpeed Services.

Users shall not use ISpeed Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider

USENET

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

Also include is flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of ISpeed Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. ISpeed will investigate such activity, and will involve and cooperate with law enforcement authorities in prosecuting any and all Users involved in such activity. Violations of this agreement may be reported at the following link: abuse@srvinet.com.

DISCLAIMER

ISpeed takes no responsibility for any material created or accessible on or through ISpeed Services. ISpeed is not obligated to monitor such material, and does not exercise any editorial control over such material, but reserves the right to do so. Neither ISpeed, its Directors, Officers and employees are not liable or responsible to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract arising out of or relating in any way to the use of or inability of use to sites and/or services or any damages due to the lost of services. ISpeed takes every precaution to protect the confidentiality of its customers. However, ISpeed will not be responsible for any information including but not limited to: credit card, bank account, and any other account numbers given over the internet by customers.

This agreement is understood by every and all ISpeed customers and potential customers and will remain active until such time that ISpeed chooses to change or remove it.