

Acceptable Use Policy

Any use of Zumacom Wireless Internet services is subject to this Acceptable Use Policy.

Zumacom reserves the right to revise, amend, or modify this Acceptable Use Policy at any time. The most current Acceptable Use Policy and Terms of Service can be found on the Zumacom web site at www.zumacom.com.

Zumacom may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong doing by you in connection with the Services. Zumacom reserves the right to suspend or terminate an account for any actual or threatened violation of this Acceptable Use Policy, or the Terms of Service, and to take other action as deemed appropriate by Zumacom in its sole discretion. If you do not accept this policy please notify Zumacom immediately and we will cancel your service.

Zumacom assumes and expects you to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable, and the types of uses that must be avoided.

You are responsible for maintaining the basic security of your own computer systems and to prevent others from using your systems in a manner that violates this Policy.

ILLEGAL USE

You agree that you will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws, orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, intentionally spreading computer viruses, gaining unauthorized access to private networks, engaging in the transmission of pirated software, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

TORTIOUS CONDUCT

You agree you will not use the Services: to violate rules, regulations and policies applicable to any networks, server, computer database, website, Internet Service Provider or third party network to which you gain access through the Services; in any manner that is defamatory, fraudulent, indecent, offensive or deceptive; to damage the name or reputation of Zumacom, its affiliates or its subsidiaries; or to create or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive,

deceptive, threatening, abusive, harassing, or which damages the name or reputation of Zumacom, its affiliates or its subsidiaries.

INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

Using the Services to transmit, publish, submit, copy, reproduce, steal, infringe on or distribute any information, software or other material (by email, uploading, posting, or otherwise) that is protected by copyright, trademark, patent, trade secret, or other proprietary or intellectual property rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software, unless you own or control the rights thereto or have received all necessary consents to do the same.

NO THREATS OR HARASSMENT

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

PROTECTION OF MINORS

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

NO "SPAMMING"

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or deliberately sending very large attachments to one recipient. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

UNAUTHORIZED ACCESS

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, data, personal information, confidential or proprietary information of others without the owner's knowledge and consent.

NETWORK DISRUPTIONS; HARMFUL ACTIVITIES

Using the Services for any activity (whether illegal or not) which adversely affects the ability of other people or systems to use Zumacom Services or the Internet. Interference with or disruption of other network users, network services or network equipment is prohibited. You agree that you will not use, nor allow others to use the Internet Service to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet service providers or services, including but not limited to "denial of service" (DoS) attacks against another network host or individual user, running programs designed to defeat network inactivity timeouts, maintaining an open SMTP relay, viruses, locks, keys, worms, Trojan horse or other harmful or debilitating feature.

NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user. It is prohibited to modify, add or remove identifying network header information in an effort to deceive or mislead.

RESELLING THE SERVICES

Reselling the Services is prohibited. Customer agrees not to use the service for operation as an Internet Service provider (i.e. hosting a web site or email server).

EXCESSIVE USE

You are prohibited from excessive use of system resources, and you may not use the system in a manner that encumbers system resources, bandwidth, disk space, or processors beyond what is allowed by your specific type of account. Running public server applications of any kind, including but not limited to, home video surveillance, video or audio uploads, or FTP servers, is expressly prohibited unless otherwise provided in writing by Zumacom. We reserve the right to monitor your account activity and take any steps we deem appropriate to prevent excessive use, including, but not limited to, the temporary throttling of your Internet connection speed. Such throttling may be automatic and without advance notice to you.

Zumacom will not, as an ordinary practice, proactively monitor the activities of those who use the Services to ensure compliance with this Acceptable Use Policy and/or the law. However, Zumacom may from time to time perform routine surveillance of its network in connection with the maintenance of the Services during which Zumacom may discover violations of this Acceptable Use Policy, and Zumacom may act upon information obtained during such surveillance.