

Dear Valued Home Telecom Customer:

Welcome to Home Telecom's Internet service. We would like to take this opportunity to advise you of our Acceptable Use Policy. Please read the policy carefully and contact Heather McGrath (Heather.McGrath@HomeTelco.com) if you have any questions.

INTRODUCTION

This Acceptable Use Policy ("AUP") is intended to enhance the use of the Internet by preventing unacceptable use of any service Home Telecom provides. All Users, Licensees and/or Resellers of Home Telecom Internet Services and their Users are bound by this policy from the publication of this notice on the websites of Home Telecom.

Violations of this AUP may result in the suspension or termination of account or services of the end user at the sole discretion of Home Telecom, its agents or assigns.

VIOLATIONS OF ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- A. Illegal use. Using Home Telecom's services to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law.
- B. Harm to minors. Using our services to harm, or attempt to harm, minors in any way.
- C. Threats. Using our services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- D. Harassment. Using our services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- E. Fraudulent activity. Using our services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- F. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. In addition, the use of open proxies is specifically prohibited.
- G. Unsolicited commercial e-mail/Unsolicited bulk e-mail. Using our services to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are also prohibited.

H. Unauthorized access. Using our services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Home Telecom's Internet Services or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

I. Copyright or trademark infringement. Using our services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitalization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

J. Collection of personal data. Using our services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

K. Resale, Sharing, Distribution, Servers. Reselling our services without Home Telecom's written authorization.

a. Residential Customers: Residential customers may not resell, share or otherwise distribute the services or any part thereof to any third party without the written consent of Home Telecom. For example, you cannot provide Internet access to others through your Home Telecom connection, host shell accounts over the Internet, provide email, news or gaming services, or send a news feed. The residential service offering is designed for your personal use of the Internet. The service does not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use.

You may not run a server in connection with the service, nor may you provide network services to others via the residential service. Prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc and dhcp, and multi-user interactive forums.

b. Business Customers: The restrictions regarding resale, sharing, distribution and use of servers also apply to all business customers, except those business customers who have high speed Internet packages that expressly allow for this activity as defined by their chosen Internet package. Where a business customer is not certain about whether their Internet package permits this activity, please contact Home Telecom.

L. Network disruptions. Using our services for any activity which adversely affects the ability of other people or systems to use Home Telecom's Internet Services or the Internet. This includes but is not restricted to: "denial of service" (DoS) attacks against another network host or individual user, hosting web servers or engaging in file-sharing activities that cause interference with or disruption of other network users, network services or network equipment.

M. Unlimited dial-up account abuse. Sharing an unlimited access account with anyone other than immediate family is prohibited. Unlimited accounts are not intended to be dedicated accounts.

Unlimited dial-up access does not mean unlimited or dedicated usage. Unlimited dial-up access does not include the right to maintain open access to an Internet connection. Home Telecom will disconnect any dial-up user that ceases to transfer or receive data for a period of 30 minutes or more. Users are not to provide any public information services over this connection, nor to use any automatic method to avoid inactivity disconnect. Using programs to defeat system timers limiting inactivity is prohibited and is grounds for service termination. An excessive use of dial-up access hours in a month, excessive being defined as over 300 hours in a month, can be cause for notification of violation of the acceptable use policy. Home Telecom reserves the right charge for excessive dial-up use or to terminate service to any customer who violates the acceptable use policy.

PENALTIES

Home Telecom may take any one or more of the following actions in response to complaints and/or violations of the AUP:

- A. Issue warnings: written or verbal
- B. Suspend account
- C. Terminate account
- D. Bill for administrative and investigative costs and/or reactivation charges
- E. Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations
- F. Any other action that it may deem necessary to protect the integrity of the network or to provide for the most efficient utilization of network resources
- G. Cooperate fully with applicable agencies in a "Good Faith" manner in our best effort to protect the network and the safety of its users when presented with the proper legal documentation

REVISIONS TO THIS ACCEPTABLE USE POLICY

Home Telecom reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Policy changes take effect upon posting of revision to AUP on Home Telecom's web sites: www.websolutionsbyhome.com or www.homesc.com.