



ACCEPTABLE USE POLICY

DEDICATED INTERNET ACCESS (DIA)

Tekify offers its customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Tekify also wants its customers to be informed of their rights and obligations -- and those of Tekify -- in connection with their use of any communications services offered by Tekify.

This Acceptable Use Policy ("AUP") is used in conjunction with the terms of Tekify's DIA Service Agreement. Violation of any of these policies would grant Tekify the authority to take action to restrict or terminate your access to Tekify Services. We reserve the right, at our sole discretion, to update or revise from time to time this policy, any other policy or statement, and any product offerings or programs on Tekify website: www.Tekify.com. Please check back periodically to review any changes to this policy.

Tekify disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, this service, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use, or non-infringement of any third-party rights. Tekify does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event shall Tekify (or any persons or entities related thereto) be liable for any special, indirect, or consequential damages associated with or arising from use of this service in any way, including any loss of use, data or profits, regardless of the form of action. Any failure by Tekify to enforce this policy in every instance in which it might have application does not amount to a waiver of Tekify's rights.

The fundamental fact about the Internet is that no one owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that Tekify cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Tekify cannot monitor and censor the Internet, and will not attempt to do so, Tekify cannot accept any responsibility for injury to its customers (or any of their end users or accounts holders) that results from inaccurate, unsuitable, offensive, illegal or unlawful Internet communications.

When customers disseminate information through Tekify's network, they also must keep in mind that Tekify does not review, edit, censor or take responsibility for any information its customers may create. This places on customers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Tekify facilities or the facilities of Tekify's third party providers or peering partners, and may reach a large number of people, customers' postings through communication services offered by Tekify network may affect other network users and may harm Tekify's goodwill, business reputation and operations and/or the goodwill, business reputation and operations of Tekify's third party providers or peering partners.

The bulleted actions described below are defined by Tekify as "system abuse" and are expressly prohibited under this AUP. The examples listed below are not exhaustive and are provided solely as guidance to the customer.

In general, customers may not use the Tekify network, this site, or Tekify Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the Tekify Network or Tekify Services or any other party's use or enjoyment of this site, the Tekify Network or Tekify Services, is strictly prohibited.

Specifically, Tekify customers may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Tekify Services or those of any other party

- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity
- Use this site or Tekify Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Additionally, you may not, by use of any Tekify Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in Tekify's sole discretion:

- Infringes the intellectual property rights of any entity or individual
- Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
- Is posted in violation of a newsgroup charter
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Has a negative effect on Tekify or its network (including, without limitation, overloading servers on the Tekify Network; causing portions of the Tekify Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of Tekify, impose an unreasonable administrative burden on the company, etc).
- Constitutes unsolicited duplicative e-mail (commercial or otherwise)
 - This prohibition extends to the sending of unsolicited and/or mass e-mailings from any Tekify account, or via another service which in any way (i) implicates the use of this site or Tekify Services, Tekify equipment or any Tekify e-mail address; (ii) that is relayed from any Tekify or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the Tekify Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing may be deemed to be counterfeit.
 - A communication may be unsolicited if: (i) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (ii) recipients did not affirmatively consent to receive communications from sender, or (iii) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.
 - Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; and (iii) provide recipients with an effective means of removing their email from lists.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations. As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer. Tekify will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with Tekify policy or applicable law. When Tekify becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, Tekify may take any action to stop the harmful activity, including but not limited to: filtering; denying access to Tekify Services; suspending or terminating the Service access of customers; and/or taking any other actions as deemed appropriate by Tekify. Tekify shall have the sole discretion to determine which action is appropriate under the circumstances. Tekify may take action immediately without regard to any cure periods that may be set forth in the customer's applicable Service Agreement. Tekify shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its end-user's or account holder's activity violates this AUP. Customers who violate this AUP may incur criminal or civil liability. Tekify may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.

Tekify also is aware that many of its customers are, themselves, providers of communications services, and that information reaching Tekify's facilities from those customers may have been originated by end users, account holders or customers of those

customers or other third parties. The provisions of this AUP (as such AUP may be revised by Tekify from time to time), apply to Tekify's customer's end users, account holders and customers. Tekify customers who provide services to their own users and customers must affirmatively and contractually pass on the restrictions of this AUP to its users and customers and take steps to ensure compliance by their users and customers with this AUP, including without limitation the ability to terminate the Internet access of its end users, account holders or customers for violations of this AUP. Tekify customers who provide services to their own users also must maintain valid postmaster and abuse email addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through Tekify's network for which DNS responsibility has been delegated to the customer, maintain accurate contact information with the appropriate domain and IP address registrars, take reasonable steps to prevent IP spoofing by their users and downstream customers, provide 24/7 contact information to Tekify for dealing with security and abuse issues and act promptly to ensure that users are in compliance with Tekify's AUP. Reasonable steps include, but are not limited to, using IP verify unicast reverse path wherever appropriate and using IP address filtering wherever appropriate. Failure to cooperate with such corrective and preventive measures is a violation of Tekify policy. Notwithstanding anything herein to the contrary, a violation of this AUP by a customer, account holder or end-user of any Tekify customer shall be considered a violation of this AUP by such Tekify customer; and Tekify may take immediate action, without regard to any cure periods in the Tekify customer's applicable Service Agreement, in response to such violation, including without limitation termination of the customer's services under the Service Agreement.

Tekify also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Tekify urges its customers to assume that all of their on-line communications are insecure.

Tekify cannot take any responsibility for the security of communications transmitted over Tekify's facilities. Tekify will comply fully, however, with all applicable laws concerning the privacy of its customers' on-line communications. In particular, Tekify will not intentionally monitor or disclose any private electronic mail messages sent or received by its customers unless required to do so by law. Tekify may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Tekify may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, Tekify may disclose information transmitted over its facilities where necessary to protect Tekify and its customers from harm, or where such disclosure is necessary to the proper operation of the system.

Digital Millennium Copyright Act Policy – It is the policy of Tekify to respond expeditiously to claims of intellectual property infringement. Tekify will promptly process and investigate notices of alleged infringement and will take appropriate action under the Digital Millennium and Copyright Act ("DMCA") and other applicable intellectual property laws. Notices of claimed infringement should be directed via e-mails to the Tekify's registered copyright agent at: abuse@tekify.com.

To contact Tekify with any questions, or comments about the AUP or any claimed violations of this AUP, please email Tekify at abuse@tekify.com.