

Internet Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by COMSPAN COMMUNICATIONS to users of the COMSPAN COMMUNICATIONS Network. COMSPAN COMMUNICATIONS reserves the right to modify this Policy at any time.

General information

COMSPAN COMMUNICATIONS is committed to providing high-quality Internet products and services for its customers. COMSPAN COMMUNICATIONS also is committed to being a responsible member of the Internet Community. Therefore, COMSPAN COMMUNICATIONS holds both itself and its customers to a higher standard of accountability as set forth in this Acceptable Use Policy. COMSPAN COMMUNICATIONS's Acceptable Use Policy specifies the actions prohibited by COMSPAN COMMUNICATIONS to users of the COMSPAN COMMUNICATIONS Network. COMSPAN COMMUNICATIONS reserves the right to modify this Policy at any time. If COMSPAN COMMUNICATIONS receives abuse complaints, COMSPAN COMMUNICATIONS will work diligently to resolve these complaints with our customers. However, if a customer does not abide by COMSPAN COMMUNICATIONS's Acceptable Use Policy or otherwise fails to cooperate adequately in the resolution of any complaint, COMSPAN COMMUNICATIONS may assess the customer a fee of \$100 per abuse complaint and may immediately restrict or terminate the customer's services, at COMSPAN COMMUNICATIONS's sole discretion, in addition to any other remedy that may be available to COMSPAN COMMUNICATIONS.

Illegal use

The COMSPAN COMMUNICATIONS Internet Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law, policy, rule, or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. COMSPAN COMMUNICATIONS has the right, in its sole discretion, to take such action as necessary, including but not limited to: blocking or suspension or termination of the customer's services, relative to any material that in COMSPAN COMMUNICATIONS's sole judgment violates this Policy. COMSPAN COMMUNICATIONS is not responsible nor will COMSPAN COMMUNICATIONS be liable for the removal of, failure or delay in removing any such material.

System and network security

Violations of system or network security are prohibited and may result in criminal and civil liability. COMSPAN COMMUNICATIONS 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, without limitation, the following:

- 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.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

Email

Sending or causing to be sent unsolicited electronic mail messages (spam), including, without limitation to commercial advertising and informational announcements is explicitly prohibited. COMSPAN COMMUNICATIONS customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to a message. Additionally, a valid reply-to address is required for all outbound email. A user shall not use ComSpan Communications's mail server to deliver bulk email of 100 or more recipients per mailing, or another site's mail server to relay mail without the express permission of the site. COMSPAN COMMUNICATIONS reserves the right to take any and all legal and technical action required to prevent mail relaying, and unsolicited email from entering, utilizing or remaining within the COMSPAN COMMUNICATIONS Network. A customer running their own mail server may not relay through ComSpan Communications's mail servers. If ComSpan Communications receives complaints resulting from an open relay, the customer may be subject to network restrictions, deactivation and/or an assessed fee of \$100 per complaint. POP (Post Office Protocol) mail clients should be configured to check for new mail at intervals no shorter than 5 minutes. A customer performing excessive checks for new mail may be blocked from accessing the POP mail server until proper customer configuration changes have been made.

Distribution of Internet Viruses or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses and other destructive activities such as cracking is expressly prohibited.

Other Activities

Engaging in activities, whether lawful or unlawful that COMSPAN COMMUNICATIONS determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations is expressly prohibited.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH AN COMSPAN COMMUNICATIONS WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH AN COMSPAN COMMUNICATIONS NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." COMSPAN COMMUNICATIONS, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. COMSPAN COMMUNICATIONS DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL COMSPAN COMMUNICATIONS, ITS AFFILIATES, ITS AGENTS OR ITS

LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF COMSPAN COMMUNICATIONS, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY COMSPAN COMMUNICATIONS NETWORK OR WEBSITE WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF COMSPAN COMMUNICATIONS, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless COMSPAN COMMUNICATIONS from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website or Network; or (5) your use of our Website or Network.

MODIFICATION OF THE POLICY AND AGREEMENT

We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on www.ComSpan Communicationstelecom.com. You agree to the Policy and Agreement by accessing or using our Website, products or services, or by sending any electronic transmission through our Network.

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. COMSPAN COMMUNICATIONS may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions