



Acceptable Use Policy

Effective September 1, 2011

THIS ACCEPTABLE USE POLICY IS A MATERIAL PART OF ANY AGREEMENT WITH BIT COMMUNICATIONS FOR PROVISION OF ITS SERVICES TO BUSINESS AND CONSUMER CUSTOMERS. PLEASE READ AND FOLLOW THIS ACCEPTABLE USE POLICY CAREFULLY. THIS ACCEPTABLE USE POLICY MAY BE REVISED FROM TIME TO TIME BY BIT AS SET FORTH BELOW.

BIT Communications has created this Acceptable Use Policy ("AUP") governing BIT's service (the "Service") to ensure the integrity of its wireless broadband network and enhance the use of the Services for all of BIT's customers by designating standards for acceptable and unacceptable use. This AUP forms part of the agreement between BIT and you and is incorporated by reference into BIT's Terms of Service (the "Terms of Service") found at www.bitbroadband.com. Capitalized terms not defined in this AUP are defined in the Terms of Service. BY USING THE SERVICE, OR ANY EQUIPMENT LEASED BY YOU FROM BIT (the "EQUIPMENT"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AUP.

Nature of the Service. The Service provided to you is intended for reasonable, periodic, non-continuous use by a person using a computing device, consistent with the type of use made by a typical individual consumer of our Internet services. Examples of allowed uses of our Service include web surfing, sending and receiving email, sending and receiving photographs, occasional on-line gaming, and the occasional non-continuous streaming of videos and downloading of files. Examples of uses that are not permitted include the continuous unattended streaming, downloading or uploading of videos or other files, maintaining an unattended or continuous uninterrupted connection to the Internet such as through a web camera or machine to machine connections that do not involve active participation by a person, or operating an Internet hosting service such as web hosting or gaming hosting. You may not use the Service in a manner that impairs the user experience of other users, or that otherwise impairs network performance. Both fixed wire-line Internet service and wireless Internet service have limited bandwidth capacity. Like fixed wire-line service, BIT's Service can suffer from congestion and reduced performance when usage by some individuals exceeds the usage of typical individual consumers, thus having a negative impact on the entire network. This AUP is intended to ensure that the activities of a few users do not unfairly impair the activities of all users of the Service.

Prohibited or Actionable Activities. To preserve the ability of all of its customers to use BIT's network and the Internet without interference or harassment from other users, and as a condition of the Service, BIT prohibits you from engaging in the following activities:

Unlawful or Improper Use of the Service. You may not use the Service in a manner that is unlawful, harmful to or interferes with use of BIT's network or systems, or the network of any other provider, damages, disables, or impairs any BIT property, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes spam or e-mail abuse, a security risk or a violation of privacy.

Objectionable Material. You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation.

Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). Violation of the CAN-SPAM Act of 2003, or any other applicable laws regulating e-mail services, constitutes a violation of this AUP. BIT considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

Fraudulent Activity. You may not use the Service 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", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communication.

Impersonation. You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

Software Viruses You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses time bombs, corrupted files, or other code that manifests contaminating or destructive properties. To protect our customers BIT does monitor Internet ports that are considered to be security risks as determined by BIT in its sole discretion.

Collecting Information. You may not use the Service to store or collect, or attempt to store or collect, non-public personal information about third parties without their prior knowledge and consent.

Storage or Hosting. You may not use the Service to store or host any material or information. The Service is provided merely as a conduit to allow you to access the Internet, to send and receive messages and files using third party email service providers, and to upload and download files on and from third party websites or servers at your sole discretion and control.

Excessive Utilization of Network Resources. Wireless networks have capacity limits and all customers can suffer from degraded or denied service when one or a small group of users consumes disproportionate amounts of a wireless network's resources. BIT, therefore, will monitor both overall network performance and individual resource consumption to determine if any user is consuming a disproportionate amount of available resources and creating the potential to disrupt or degrade the BIT network or network usage by others. This process of monitoring both overall network performance and individual resource consumption is consistent with the description of the nature of the Service previously described in this AUP. BIT reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns and preventing the distribution of viruses or other malicious code.

During periods of congestion, BIT uses various techniques such as reducing the data rate of individual bandwidth intensive users whose use is negatively impacting other users. This temporarily limits the amount of bandwidth available to the bandwidth intensive users until the congestion has diminished, at which point BIT will endeavor to lift any limits it may have imposed on bandwidth intensive users during the period of congestion. BIT may also consider historical usage patterns when temporarily reducing the data rate of bandwidth intensive users during periods of congestion. When feasible, upon observation of an excessive use pattern, BIT will attempt to contact you by telephone at the telephone number you gave to us or otherwise to alert you to your excessive use of bandwidth and to help you determine the cause. BIT representatives also are available to explain this AUP and to help you avoid excessive use incidents. If you are unavailable or do not respond to BIT's attempt to contact you regarding excessive use, or if excessive use is ongoing or recurring and repeatedly having negative effects on other subscribers of the Service, BIT reserves the right to immediately restrict, suspend or terminate your Service without further notice in order to protect the network and minimize congestion caused by the excessive use. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use is determined by resource consumption relative to that of a typical individual user of the Service and not by the use of any particular application.

Unlimited Use Plans. If you subscribe to a service plan that does not impose limits on the amount of data you may download or upload during a month, you should be aware that such "unlimited" plans are nevertheless subject to the provisions of this AUP. What this means is that all of the provisions described in this AUP, including those that describe how BIT may perform reasonable network management such as reducing the data rate of bandwidth intensive users during periods of congestion, will apply to your use of the Service. The term "unlimited" means that we will not place a limit on how much data you upload or download during a month or other particular period, however, it does not mean that we will not take steps to reduce your data rate during periods of congestion or take other actions described in this AUP when your usage is negatively impacting other subscribers to our Service.

Use of Your Account by Others. You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP nor may you reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service or hardware without BIT's prior written consent. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

Security Precautions. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

AUP Enforcement and Notice. Customer's failure to observe the guidelines associated with this AUP may result in BIT taking actions that may range from a warning to a suspension or termination of Service. When feasible, upon observation of a violation of this AUP, BIT may attempt to contact you by e-mail at the e-mail address on file or otherwise to notify you of the violation. BIT representatives also are available to work with you to explain the parameters of this AUP and to help you avoid an AUP violation.

BIT reserves the right, however, to act immediately and without notice to restrict, suspend or terminate Service, if it reasonably determines that your conduct may: (1) expose BIT to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of BIT's network or networks with which BIT is interconnected; (3) interfere with another BIT customer's use of the Service; (4) violate any applicable law, rule or regulation including, but not limited to, copyright or any other infringement or (5) otherwise present an imminent risk of harm to BIT or its customers. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of BIT are cumulative and not exclusive of any rights or remedies that BIT may otherwise have at law or in equity. Waiver of any violation of this AUP by BIT shall not act as a waiver of any subsequent

violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by BIT in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. You should read this AUP in conjunction with our Terms of Service and our other Policies which you may find at www.bitbroadband.com. BIT has the right but not the obligation to monitor or restrict any uses of the Service that BIT reasonably believes in its sole discretion violates this AUP, any part of the Terms of Service, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

Reporting Violations. BIT requests that any person who becomes aware of a violation of this AUP report the information to BIT by calling our customer service department at 000-000-0000. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. BIT may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Revisions; Reservation of Rights. BIT reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, by sending you an email notification to the email address associated with your account, or by announcing any amendments or modifications in the "Service Announcements" section of BIT's website: www.bitbroadband.com. Such amendments or modifications will become effective on the date we send them to you by email, or announce them on our website, whichever is earlier; afterwards, your continued use of the Service or Equipment will constitute your acceptance of any such amendments or modifications. However, if you do not wish to continue Service after a change that is materially disadvantageous to you, you may terminate this Agreement by providing written notice to BIT within twenty (20) days of the effective date of the modification.