

Acceptable Use Policy (AUP)

This document sets forth the North Atlantic Networks Inc. (LLC), hereafter "NAN," Network Abuse & Acceptable Policy ("Policy") and supersedes any other written or oral policy. NAN may modify this Policy from time to time as reasonably required. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Any activity or conduct that violates law, regulations or the accepted norms of the Internet community or may harm NAN's facilities, reputation, goodwill or customer relations, whether or not expressly mentioned in this Policy, is strictly prohibited. NAN reserves the right at all times to revise its Network Abuse Policy and to take appropriate steps to address violations of that Policy as outlined in Section V herein.

I. SYSTEM AND NETWORK SECURITY

It is NAN's goal to: (1) protect network resources, (2) preserve the privacy and security of NAN's networks, (3) preserve the privacy and security of NAN's customers' networks, and (4) maximize the utility of NAN and the Internet.

1. Customers may not: (i) tamper with other customer accounts, (ii) commit unauthorized intrusion into any part of NAN's network or systems; or (iii) use any of NAN's machines, files, accounts, or systems to intrude without authorization into any other network.
2. Customer may not use NAN services not included in Customer's account, nor circumvent security (or assist others to circumvent security) in order to access services for which the person accessing those services has not entered into a binding agreement with NAN. This includes, but is not limited to, the scanning of NAN's or other networks with intent to breach and/or evaluate security.
3. Customer may not use NAN's network or systems in a manner that encumbers disk space, processors or other system resources beyond those allowed by Customer's specific type of account.
4. NAN reserves the right to terminate, suspend or disconnect any Customer, at any time, if NAN determines, in its sole judgment, that Customer's use of the NAN network could threaten the integrity of the NAN network, and/or the overall goodwill NAN now enjoys with its customer base.
5. The use or attempted use of Internet services or systems without authorization is strictly prohibited. This includes, but is not limited to, password cracking, defrauding others into releasing their passwords, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.). Additionally, Customers may not use programs, scripts, commands, or otherwise send messages with the intent to interfere with a user's terminal session.

II. UNLAWFUL, HARMFUL OR OFFENSIVE COMMUNICATIONS

It is a violation of this policy for Customer knowingly to use the facilities or services of NAN, including any of NAN's Internet access, web site hosting and web site design services, to create, transmit, post or otherwise make available through the Internet any material that is unlawful, abusive or harmful to NAN's facilities, customers, goodwill or reputation. Communications prohibited by this Policy include, but are not limited to materials that infringe copyright, trademark or other intellectual property; obscenity, indecency, or child pornography; and defamatory communications. Although it is

not NAN's policy to monitor, censor or edit information made available through the use of its facilities, NAN reserves the right to take appropriate action, as described in Section VI herein, when it becomes aware of transmissions, postings or other communications that violate this Policy.

III. E-MAIL

1. Customer may not send unsolicited, commercial e-mail to any other customer account that has not specifically requested such information or that causes complaints from the recipients of such unsolicited e-mail. NAN services may not be used to send unsolicited advertising messages to other network users. Customer may not flood/spam newsgroups with commercial or non-commercial postings.
2. Customers may not continue to send commercial e-mail to a recipient if recipient has requested that Customer discontinue such communication. Any use of NAN property for the composition, distribution, or collection of bulk e-mail, abusive e-mail, or any form of unsolicited, commercial e-mail is strictly prohibited.
3. NAN prohibits the transmission of e-mail to non-consenting recipients that is harassing, libelous, defamatory, threatening, abusive or hateful.
4. The forwarding or propagation of chain letters of any type (including charity requests or petitions for signatures) is prohibited.
5. "Mail-bombing" (i.e. flooding a user site with large or numerous e-mail messages) is strictly prohibited. Customers may not forge header information.
6. NAN prohibits the use of Customer's account, or network connection, to collect replies of messages sent from any other provider that violate the rules of this Policy or those of the originating provider.
7. This Policy also applies to other means of Internet-based transmissions, including without limitation to Internet fax or Internet phone.

IV. NEWSGROUPS (USENET)

NAN does not provide Customers with any form of newsgroup (Usenet) services though Customers may access said content through their own means. NAN does not control newsgroup content nor is NAN responsible for postings or content a Customer may come in contact with. It is the responsibility of those persons who use newsgroup to be responsible for their actions and for the information they may obtain.

V. INTERNET RELAY CHAT (IRC)

While NAN does not maintain an IRC server, Customers may use their Internet connection to access the server of another provider. Customers are obligated to abide by the rules set forth by the applicable provider and to follow proper IRC etiquette. NAN is not responsible for any information a Customer may come in contact with through the use of IRC or like services.

VI. THIRD PARTY VENDOR REQUIREMENTS

Customer agrees to abide by all applicable use policies in place by NAN Partners (Third Parties) for products and services that may be a part of the NAN solution provided to Customer. Customers are prohibited from engaging in any activities that will damage the systems of, or cause the destruction of internet services to, NAN Third Party Partners.

VII. ENFORCEMENT

NAN's procedure is to deal with each net abuse case on an individual basis. Based on an investigation and a determination of the nature and severity of the abuse, NAN may take immediate action, without prior notice, against any party or parties found in violation of this policy. Such action may include, but is not limited to, blocking of access to particular web sites, newsgroups or other material found to violate this Acceptable Use Policy, up to and including termination of Customer's service with NAN. Customer agrees that it will take appropriate action against persons who obtain Internet access or other Internet based services from Customer and who violate NAN's Acceptable Use Policy. Customer further agrees that it will cooperate fully with NAN in any actions taken by NAN to enforce this Acceptable Use Policy.