



ACCEPTABLE USE POLICY

HOP Telecom, Inc., d/b/a airHOP has published this acceptable use policy ("AUP") to provide acceptable usage policies for airHOP Users. airHOP requires its customers to utilize airHOP's Internet Services, airHOP's network, facilities, equipment, wires, and cables ("airHOP Network") responsibly and in compliance with all applicable laws. Users' use of airHOP's Internet Service, and collectively airHOP's Network are also subject to any applicable service order, service agreement, as well as the terms of this AUP and other policies and restrictions airHOP may post on its website (www.airhop.com) from time-to-time.

This AUP as well as other policies and restrictions posted by airHOP on the Site supplements rather than supersede any and all services orders and/or agreements between a User and airHOP with respect to the use of airHOP's Internet Service, airHOP's Network, or Site by such User. Use by a User of airHOP's Internet Service, airHOP's Network, or Site constitutes acceptance by such User of the terms of this AUP and any other policies or restrictions that airHOP may post on its Site from time-to-time. airHOP reserves the right to deny service to any user for any reason.

Prohibited Conduct

airHOP's Internet Services, airHOP's Network or Site may only be used for lawful purposes. Transmission of any material in violation of any federal, state, or local law is strictly prohibited. This may include, but is not limited to, copyrighted material, obscene material, or material protected by trade secrets. Users agree to indemnify and hold harmless airHOP from any claims resulting from your use of this service.

System and Network Security

Users may not use airHOP's Internet Services, airHOP's Network, or Site to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network or system without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, mail bombing, flooding, crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

Technical Restrictions

The following activities or services are prohibited and may result in termination of the airHOP Service.

- ✧ Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or



- account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- ⤴ Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
 - ⤴ Copy, distribute, or sublicense any proprietary software provided in connection with the Service by airHOP or any third party, except that you may make one copy of each software program for back-up purposes only;
 - ⤴ Distribute programs that make unauthorized changes to software (cracks);
 - ⤴ Use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

Unsolicited E-Mail

Users may not use airHOP's Internet Services, airHOP's Network, or Site to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation.

Resale / Sharing

The reselling of all Internet access services is strictly prohibited unless permission is received in writing from airHOP. airHOP Broadband Internet services are not to be sold, shared with a second entity, extended, redistributed or retransmitted via wired or wireless networks outside the primary location.

E-mail limits / Accounts

In order to ensure server stability and uptime of the mail server, the following limits shall apply to all Users of airHOP's e-mail service: (i) maximum size of attachments: 15 MB (incoming and outgoing); and (ii) maximum mailbox size: 20 MB (total). Messages that exceed the above limit shall be rejected, and mailboxes that exceed the above limit shall not be able to receive further incoming mail. airHOP E-mail accounts are provided solely at the discretion of airHOP and are only provided for users at the service installation location. Mailboxes that have been unchecked for 6 months will automatically be deleted from the server.



Consequences

If airHOP determines that a User has violated any of the terms of this AUP or any other policies or restrictions posted on its Site, airHOP shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or to suspend such User's services and/or use of airHOP's Network or Site without notice to Users. airHOP may involve and shall cooperate with law enforcement authorities if criminal activity is suspected. In addition, Users who violate this AUP or any other policies or restrictions posted on its Site may be subject to civil or criminal liability. airHOP shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by airHOP pursuant to this AUP.

Violation Reporting

Violations or potential violations of this AUP or any other policies or restrictions posted on its Site may be reported to airHOP at support@airhop.com.

Modifications

airHOP reserves the right based upon its sole and absolute discretion to modify this AUP as well as any other policies or restrictions from time to time without prior notice to Users. Such modifications shall be effective upon date of posting such modification.

Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this AUP, there shall be no third-party beneficiaries to this agreement.

Limitation of liability

IN NO EVENT WILL AIRHOP, ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY.

Indemnification

You agree to defend, indemnify and hold harmless airHOP and its subsidiaries and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. airHOP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with airHOP in asserting any available defense.



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Governing law/Dispute resolution

Any claims arising out of the use of this Site shall be resolved by binding arbitration in Indiana in accordance with the then-current rules of the American Arbitration Association. These Terms are made under and will be governed by and construed in accordance with the laws of the State of Indiana, United States of America (other than conflict of law rules).

Modifications

airHOP may make revisions to the content included in or available through this Site, or to the products, services, and prices described herein, at any time without notice. By using this Site, you agree to be bound by any such revisions and therefore should visit this Site periodically to determine the then-current Terms by which you are bound.