

**MONMOUTH INDEPENDENCE NETWORKS ACCEPTABLE USE POLICY
FOR
DATA AND INTERNET PRODUCTS AND SERVICES**

Monmouth Independence Networks (“MINET”) has adopted this Acceptable Use Policy (the "Policy") for its data and internet products and services to provide its customers with the best data and internet products and services possible. To that end, the Policy is designed to help protect MINET and its customers from illegal and other activities that have the potential to interfere with MINET’s data and internet products and services. The Policy contains a non-exclusive list of the activities prohibited by MINET. MINET reserves the right to modify the Policy at any time. A current copy of the Policy is available at www.minetfiber.com.

MINET reserves the right to immediately terminate service to any customer that engages in any of the prohibited activities listed in this Policy or uses MINET equipment or service in a way contrary to the Policy or other MINET policies.

PROHIBITED USES

1. Use of MINET’s systems, products and services for any unlawful purpose is prohibited.
2. Transmission, distribution, posting or storage of any material in violation of any applicable law or regulation is prohibited including, but not limited to, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, material that is defamatory, obscene, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to

civil liability, or otherwise violate any local, state, federal or international law or regulation, constitutes an illegal threat, or violates export control laws.

3. Sending unsolicited e-mail messages, (e.g., "junk mail") or other advertising material to individuals who did not specifically request such material (e.g., "e-mail spam") is prohibited. This includes but is not limited to mass-mailing of commercial advertising, informational announcements, political tracts, chain mail, charity requests and petitions for signatures.
4. Sending or posting numerous copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content, sending very large messages or files that disrupts a newsgroup, account, server, or chat service is prohibited.
5. MINET accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP) where those messages violate this Policy or that of the other ISP.
6. Unauthorized use, or forging, of mail header information (e.g., "spoofing") is prohibited. Impersonating any person or entity, engaging in sender address falsification, forging a digital or manual signature, or performing any other fraudulent activity is prohibited.
7. Collecting screen names, e-mail addresses, or other identifiers of others (without their prior consent), (e.g. "spidering" or "harvesting"), or using software (including "spyware") designed to facilitate this activity is prohibited.
8. Unauthorized attempts to gain access to any account, computer, computer system, server or data (e.g., "hacking") is prohibited. Breaching the security of another user or

attempting to circumvent the user authentication or security of any host, network, or account is also prohibited. 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. Distribution or use of any tools designed or used for compromising security is expressly prohibited.

9. Obtaining or attempting to obtain MINET service by any means or device with intent to avoid payment is prohibited.
10. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any MINET customer or end-user by any means or device is prohibited.
11. Interfering with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host are prohibited. Interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy any MINET service including, without limitation, posting or transmitting any information or software which contains a virus, worm or other harmful feature, or generating levels of traffic sufficient to impede any person or customers' ability to send or retrieve information is prohibited.
12. Violating the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access is prohibited.
13. Collecting responses from unsolicited messages is prohibited.
14. Altering, modifying, or tampering with MINET Equipment or Service or permitting any other person to do the same who is not authorized by MINET is prohibited.

15. Using MINET's Products and Services to post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, embarrassing, vulgar, hateful, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful is prohibited.

TERMS OF SERVICE

To ensure that all MINET Network users experience reliable service, MINET requires users to adhere to the following terms and conditions.

MINET DATA SERVICES

Bandwidth use will be monitored at the MINET Headend.

MINET INTERNET

1. MINET Internet service is a "Best Efforts" Service. This means MINET will do its best to keep the service on line, but there is no warranty or guarantee that service will be available.
2. Customer further agrees to comply with all MINET network, bandwidth, and data storage and usage limitations. Customer shall ensure that any bandwidth consumption does not exceed the limitations that are now in effect or may be established in the future. If Customer's use of MINET's service results in the consumption of bandwidth in excess of the applicable limitations, such excess consumption shall be construed as a violation of this Policy. In such cases, MINET may, in its sole discretion, terminate or suspend

service or demand that Customer purchase service with higher bandwidth usage limitations.

MINET INTERNET STATIC IP SERVICES

1. No reselling of bandwidth services. Web hosting limited to single business site to service the business with the connection.
2. Bandwidth use will be monitored at the MINET Headend.

MINET INTERNET DYNAMIC SERVICES

1. Dynamically Assigned IP Address
 - A. Use of fixed addresses will be considered a theft of service and service will be disconnected. Use of a device to clone a MAC address will also be considered a theft of service and will be disconnected.
 - B. No commercial activity of any kind.
 - C. No email servers, reflectors or streaming media servers.
 - D. MINET will maintain the integrity and use of its bandwidth and therefore strictly prohibits the reselling of bandwidth by any of its users as listed above.
 - E. Use of Pier to Pier (P2P) applications may be restricted or prohibited if such use is a detriment to the operation of the MINET Network.

GENERAL TERMS

1. The failure of MINET to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
2. Customer agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.
3. Each MINET IP customer is responsible for the activities of its customers/representatives or end-users and, by accepting service from MINET, agrees to ensure that its customers/representatives or end-users abide by all MINET's rules and policies, including this Acceptable Use Policy. If violations of the MINET Acceptable Use Policy occur, MINET reserves the right to terminate services with or take action to stop the offending customer from violating MINET's Acceptable Use Policy as MINET deems appropriate, without notice.
4. Customer agrees to indemnify, defend and hold harmless MINET and its managers, employees, affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting or arising from any customer action or inaction that violates the Acceptable Use Policy or any other posted MINET policy related to MINET's data and internet products and services. Customers' indemnification will survive any termination of service from MINET.