

# ACCEPTABLE USE POLICY

IMPORTANT NOTE: YourTlWifi.com may revise this Acceptable Use Policy (the "Policy") from time to time by posting a new version of this document on the YourTlWifi.com Website at <http://www.YourTlWifi.com> (or any successor URL(s)). Such modifications will be effective when posted. Any use of the Service after the posting of any change to the terms of this Policy constitutes acceptance of the change. Accordingly, customers and users of the YourTlWifi.com High-Speed Internet Service should regularly visit our web site and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy and complaints of violations of it by YourTlWifi.com customers and users can be directed to [support@YourTlWifi.com](mailto:support@YourTlWifi.com)

It is YourTlWifi.com's intent to provide our customers with the best wireless Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of the YourTlWifi.com High-Speed Internet service (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the YourTlWifi.com High-Speed Internet Connectivity Agreement (the "Subscriber contract").

It is the responsibility of all YourTlWifi.com High-Speed Internet customers and all others who have access to YourTlWifi.com's network (hereinafter "Service Customers" to comply with this AUP and all YourTlWifi.com policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other YourTlWifi.com policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify YourTlWifi.com so that your account may be closed.

Note: YourTlWifi.com reserves the right to immediately terminate the Service and the Subscriber Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the YourTlWifi.com Equipment or Service in a way which is contrary to any YourTlWifi.com policies or any of YourTlWifi.com's suppliers' policies. You must also strictly adhere to any policy set forth by another service provider accessed through the Service.

## PROHIBITED USES AND ACTIVITIES

By contracting for services from YourTlWifi.com, Service Customers agree to refrain from using the Service, Customer Equipment or YourTlWifi.com Equipment for any prohibited use and/or activity. Prohibited uses and

activities include, but are not limited to, using the Service, Customer Equipment, or Yourt1wifi.com Equipment to:

- i. undertake or accomplish any unlawful purpose or in a manner that violates any local, state, federal, or international law, order or regulation. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, illegal, threatening, defamatory, excessively violent, invasive of privacy, or which infringes the intellectual property rights of any person or entity, 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, order or regulation;
- ii. upload, download, post, store, send, transmit, distribute, publish, or disseminate any information, data, image, text or other material which a reasonable person could deem to be objectionable, offensive, abusive, inflammatory, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- iii. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- iv. collect, or attempt to collect, personal information, e-mail addresses, screen names, or other identifiers of third parties without their consent;
- v. access any other person's or entity's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account;
- vi. use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with the user's private network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- vii. distribute programs that remove locks or time-outs built into software (cracks);
- viii. transmit unsolicited bulk or commercial messages or "spam" or collect responses from unsolicited e-mail. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- ix. send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;
- x. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any

information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

xi. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Yourtlwifi.com (or Yourtlwifi.com supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Yourtlwifi.com (or Yourtlwifi.com supplier) facilities used to deliver the Service;

xii. resell or otherwise make the Service available for use by non-customers (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, unless such use is specifically agreed to in writing by Yourtlwifi.com. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Yourtlwifi.com local area network or wide area network, unless such use is specifically agreed to in writing by Yourtlwifi.com;

xiii. connect multiple computers in order to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

xiv. run programs, equipment, or servers that provide network content or any other services to anyone outside of your personal LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

xv. service, alter, modify, or tamper with the Yourtlwifi.com Equipment or Service or permit any other person to do the same who is not authorized by Yourtlwifi.com;

xvi. interfere 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; and

xvii. violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

## SECURITY

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to your Service account. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

## INAPPROPRIATE CONTENT AND TRANSMISSIONS

Yourtlwifi.com reserves the right, but is not obligated, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither Yourtlwifi.com nor any of its

affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, or instant message transmissions or postings on personal or individual websites) made on the Service. However, Yourtlwifi.com and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

#### ELECTRONIC MAIL

As stated above, the Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Yourtlwifi.com or the Yourtlwifi.com network (e.g. by including "Organization: Yourtlwifi.com" in the header or by using an IP address that belongs to Yourtlwifi.com or the Yourtlwifi.com network) in any unsolicited e-mail even if that e-mail is not sent through the Yourtlwifi.com network or Service.

Yourtlwifi.com is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Yourtlwifi.com is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Yourtlwifi.com's sole discretion. In the event that Yourtlwifi.com believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Yourtlwifi.com

- (i) reserves the right to block access to and prevent the use of any such identifier and
- (ii) (ii) may at any time require any customer to change his or her identifier. In addition, Yourtlwifi.com may at any time reserve any identifiers on the Service for Yourtlwifi.com's own purposes.

#### INSTANT MESSAGES AND VIDEO MESSAGES

Users alone are responsible for the contents of their instant messages and video messages and the consequences of any such messages. Yourtlwifi.com assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages or video messages.

#### THIRD PARTY RULES; USENET; NEWSGROUPS

Through use of the Yourtlwifi.com services, users may access search engines, subscription Web services, chat areas, bulletin boards, newsgroups, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules regulations, guidelines, or agreements.

#### NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS

Yourtlwifi.com may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of Yourtlwifi.com) an overly large burden on the network. The continuous uploading and/or downloading of information is prohibited. Additionally, Yourtlwifi.com reserves the right to limit the users ability to download streaming video during peak usage hours. In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede Yourtlwifi.com's ability to deliver and provide the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all Yourtlwifi.com network, bandwidth, and data storage and usage limitations. You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, Yourtlwifi.com may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels.

In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

#### COPYRIGHT INFRINGEMENT

Yourtlwifi.com is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, as noted above, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

#### VIOLATION OF ACCEPTABLE USE POLICY

Yourtlwifi.com does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote

good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Yourtlwifi.com has no obligation to monitor the Service and/or the network, Yourtlwifi.com and its suppliers reserve the right at any time to monitor bandwidth, hours and types of usage, upload and download performance, transmissions, and content from time to time in order to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Yourtlwifi.com users.

Yourtlwifi.com prefers to advise customers of inappropriate behavior before taking remedial action. However, if the Service is used in a way that Yourtlwifi.com or its suppliers, in their sole discretion, believe violate this AUP, Yourtlwifi.com or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Yourtlwifi.com nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Yourtlwifi.com's exclusive remedies and Yourtlwifi.com may take any other legal or technical action it deems appropriate.

Yourtlwifi.com reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Yourtlwifi.com's servers and network. During an investigation, Yourtlwifi.com may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize Yourtlwifi.com and its suppliers to cooperate with

- (i) law enforcement authorities in the investigation of suspected legal violations, and
- (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include Yourtlwifi.com providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, Yourtlwifi.com is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Yourtlwifi.com or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree 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.

You agree to indemnify, defend and hold harmless Yourtlwifi.com and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted Yourtlwifi.com policy related

to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

Revised and effective: August 19, 2008