



Internet Acceptable Use Policy The following section of this Document comprises SkyNet Communications of Kentucky LLC, (referred to as SkyNet LLC or SkyNet Communications,) "Acceptable Use Policy" (AUP) as it exists the day that this agreement between SkyNet LLC and the Customer is entered into. As UCE and "hacking" technology develops at an alarming rate and is expected to continue to do so, SkyNet LLC reserves the right to add, remove, or modify specific prohibitions from this section of this Document. The Customer recognizes and agrees that the online AUP prohibitions, to be maintained by SkyNet LLC, and always available to all Customers and to the public as the company's web pages supersede the prohibitions listed in this document. User understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice:

Customer shall not do any of the following, or permit any third party under its control (including its customers and their authorized users [ad infinum]) to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

1. Restrict or inhibit any other user from using and enjoying the Service and/or the Internet.
2. Upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT (Pub. L. No. 105-304, 112 Stat. 2860 (Oct. 28, 1998) THE DIGITAL MILLENNIUM COPYRIGHT ACT OF 1998) or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder.
3. Use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party.
4. Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason.
5. Post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "forsale".
6. Post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar

group or list articles which are off-topic according to the charter or other public statement of the group.

7. Send Unsolicited Commercial Email (UCE, also known as SPAM) to any number of email users or lists.

8. Maintain, or send email to, "opt-in targeted marketing lists" if the Customer cannot demonstrate, to the satisfaction of SkyNet, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s).

9. Engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.

10. Engage in any of the foregoing activities using the service of another provider, but channeling such activities through an SkyNet LLC account or remailer, or using an SkyNet LLC account as a mail drop for responses to UCE, or hosting a web site that is advertised via UCE that originates from a non-SkyNet LLC connected source, or otherwise requiring return transit through the SkyNet LLC Internet backbone.

11. Falsify or "spoof" user information provided to SkyNet LLC or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users.

12. Use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.

13. Advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of Unsolicited Commercial Email (UCE also known as SPAM). Further, if Customer is notified by a SkyNet LLC Abuse Response Team member through any form of communication, or the Customer discovers on their own or through any other means, that the Customer themselves or any third party under his/her control (including his/her customers and their authorized users [ad infinitum]) of a violation of any of the foregoing prohibitions, the Customer will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity. The Customer will respond to all violations reported by the SkyNet LLC Abuse Response Team within 2 (two) business days of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. If a single entity is responsible for multiple violation reports that are sent to the Customer by the SkyNet LLC Abuse Response Team, only a single response from the Customer back to the SkyNet LLC Abuse Response Team is required, provided that the Customer has taken whatever action was necessary to stop the current violation and prevent future repeat violations by the offending entity. If, after the Customer has notified SkyNet LLC that the Customer has taken action to prevent future violations by a given entity, that entity is found accessing the SkyNet LLC network, SkyNet LLC may consider this a breach of its system integrity, and SkyNet LLC reserves the right to deal with this situation by whatever legal means deemed appropriate by SkyNet LLC. Customer acknowledges that mounting complaints shall have a negative impact on the business and/or reputation of SkyNet LLC. Therefore, notwithstanding anything contained in this Policy or any Service Agreement to the contrary, SkyNet LLC may elect, at its sole discretion, to logically suspend any SkyNet LLC provided Internet service connection on its network if

reports of abuse, UCE, or other activity deemed to have a negative impact on the network exceeds 60 complaints received in any rolling 30 day period. Prior notification of such action is not required but will be provided within 36 hours of a suspension. Service will be re-established upon the provision of satisfactory assurance to SkyNet LLC by the Customer that the complaints will not continue to a degree that exceeds the thresholds indicated above.

14. Resale of SkyNet LLC services is not permitted unless explicit written permission is given by SkyNet LLC officials. SkyNet LLC services is intended for the use of only the residence or business that the service was installed. Users found to be in violation of this policy will have their services terminated with no refund of monthly reoccurring balance or installation charges. Customer is responsible for equipment return or subject to equipment non-return fee of \$150.00

15. Customer further agrees that SkyNet LLC Residential Services and Business Services are offered as a "BEST EFFORT BASIS ONLY" although speed is usually faster than the subscribed amount certain circumstances arise that do not always allow maximum advertised speed to be obtainable. SkyNet LLC in no way traffic shapes and all available bandwidth will be delivered to the customer if the network can support it at the time.

16. Customer agrees that all equipment used by SkyNet LLC to deliver service remains the property of SkyNet LLC and is "Leased to the customer". When customer terminates services they are responsible for either allowing SkyNet LLC to obtain all equipment or returning the equipment via postage to the mail office. Customers that do not return equipment are liable for the equipment non-return fee of \$150.00 minimum, this amount maybe more if installation was non-standard, meaning more equipment was needed that usual to deliver service not to exceed \$300.00.

Complaints regarding the violation of any of the above conditions by any of SkyNet LLC downstream networking clients or their customers, should include notification to the SkyNet LLC Security/Abuse Response Team (abuse@skynetky.com) in addition to the ISP/NSP the violation actually sourced from. Any complaints sent to noc@skynetky.com or hostmaster@skynetky.com as listed in the skynetky.com whois record, or sent to abuse@skynetky.com may be forwarded to the SkyNet Security/Abuse Response Team at abuse@skynetky.com if the separate groups that answer those addresses have the time to do so. However, complaints sent to any of these addresses will take much longer to process if they are forwarded to the abuse team due to the delays in forwarding, as none of these addresses are valid points-of-contact for abuse complaints. Abuse complaints to abuse@skynetky.com are processed within two (4) working days upon receipt.

Complaints to the SkyNet Security/Abuse Response Team should:

1. Be specific as to the nature of the complaint (i.e. UCE, Usenet Spam, etc).
2. Include a copy of the offending message/article with full message or article headers included.
3. Include a trace route or WHOIS output that demonstrates transit through the SkyNet LLC backbone to one of the responsible parties; or that they are a networking customer of SkyNet LLC or one of SkyNet's networking customers. Those who believe users of our services are infringing their copyrights must submit their complaints in writing to our Designated Agent to Receive Notifications of Claimed Infringement, Network noc@skynetky.com,
SkyNet Communications of Kentucky LLC
132 Coleman Road, Elkhorn City Ky 41522

CHILD PORNOGRAPHY PROHIBITED Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography maybe made to abuse@skynetky.com. If circumstances indicate that child pornography is apparent, SkyNet LLC will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. SkyNet LLC may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

DMCA VIOLATIONS Users found or reported for DMCA violations will be warned of the violation once (1) time. If copyrighted material is found to be downloaded again after the first notice of violation the customer will be disconnected without refund of remaining monthly service fee. Customer may have services reconnected 6 months after violations but this will be at SkyNet LLC sole discretion.

TERMINATION OF SERVICE FOR NON-PAYMENT AND COLLECTION OF FINAL BALANCE Account holders credit card will used for payment if final balance is not satisfied these payment methods will be charged for any unpaid balance or any applicable equipment non-return fees.