



ACCEPTABLE USE POLICY (AUP)

TERMS OF ACCEPTABLE USE

The Terms of Acceptable Use ("Terms of Acceptable Use") are entered into by and between AirNet Group, Inc. ("AirNet Group") and you, the customer ("Customer," "you," or "your"). These Terms of Acceptable Use govern your use of AirNet Group's hosting services (the "Services"). These Terms of Acceptable Use are not exhaustive and AirNet Group reserves the right to modify these Terms of Acceptable Use at any time, effective upon posting of the modified Terms of Acceptable Use to www.airnetgroup.com. By registering for and/or using the Services, you agree to abide by these Terms of Acceptable Use as modified from time to time. Any violation of these Terms of Acceptable Use may result in the suspension or termination of your account or such other action as AirNet Group deems necessary.

1. GENERAL

The Services enable you to develop and display a Web site through which you can interact with users of the Internet and retrieve and send information. Generally, AirNet Group will not actively monitor, censor, or directly control any content that is or will be displayed on your Web site(s) or information that you collect or use through your Web site(s) or information viewed or used on the Internet. AirNet Group, however, provides the Services with the goals of (a) ensuring security, reliability and privacy of the Services and the users of the Services, (b) maintaining an image and reputation of AirNet Group as a responsible provider of the Services, (c) preserving the value of Internet resources as a conduit for free expression, (d) encouraging the responsible use of Internet resources and discouraging degrading, libelous or illegal uses of such resources. Consequently, AirNet Group expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette, in furtherance of the above stated goals.

2. YOUR GENERAL RESPONSIBILITIES

VIOLATION OF ANY OF THESE TERMS OF ACCEPTABLE USE ARE STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM AIRNET GROUP. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. IT IS AIRNET GROUP'S POLICY TO TERMINATE REPEAT INFRINGERS.

"Content" includes, without limitation, your e-mail, Web pages, personal home pages, and domain names.

You shall require third-party users who utilize or access your Web site ("Third-Party Users") to abide by these Terms of Acceptable Use. If AirNet Group receives complaints about Third-Party Users, AirNet Group may, at its option, forward these complaints to you for resolution. If the activity that was the basis of a complaint continues, then AirNet Group may, in its sole discretion, enforce its rights provided in these Terms of Acceptable Use against you directly for the conduct of your Third-Party User. AirNet Group may take immediate action, with or without your involvement to remedy or halt activity that is the basis of a complaint.

3. INTERNET ACCESS BY MINORS: ON-LINE PRIVACY POLICY

Parents or legal guardians must assume responsibility for deciding which Internet resources and uses are appropriate for their own children. Parents or legal guardians should guide their children in use of the Internet and inform them about materials they should not use.

To address the issue of the safety and security of minors when using the Internet, electronic mail, chat rooms, and other forms of direct electronic communications, as well as the unauthorized disclosure, use and dissemination of personal identification information regarding minors, Airnet Group urges minors to keep in mind the following safety guidelines:

- Never give out identifying information such as home address, school name or telephone number
- Let parents or legal guardians decide whether personal information such as age, marital status or financial information should be revealed
- Never arrange a face-to-face meeting with someone via the computer without parents' or legal guardians' approval
- Never respond to messages that are suggestive, obscene, threatening or make one uncomfortable

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- Have parents or guardians report an incident to the National Center for Missing and Exploited Children at 1-800-843-5678 if one becomes aware of the transmission of child pornography
- Remember that people online may not be who they say they are
- Remember that everything one reads may not be true

4. ILLEGAL OR HARMFUL USE: ON-LINE PRIVACY POLICY

You agree to use the Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation or these Terms of Acceptable Use is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct prohibited. AirNet Group reserves the rights to restrict or prohibit any and all uses of the Services or content on your Web site(s) or your Internet use and to remove such materials from its servers that AirNet Group determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other AirNet Group customers, or any third party. As such, you agree not to use the Services or to allow any Third-Party Users, which access or utilize your Web site to use the Services in a manner that would constitute the following:

- Infringement.** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, trade dress, or any other intellectual or proprietary property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.
- Offensive Materials.** Transmission, dissemination, sale, storage or hosting of material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- Export Violations.** Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.
- Harmful Content.** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- Fraudulent Conduct.** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

5. SYSTEM AND NETWORK SECURITY AND INTEGRITY: ON-LINE PRIVACY POLICY

Violations of AirNet Group's or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal and civil liability. AirNet Group may investigate incidents involving such violations. AirNet Group may involve and cooperate with law enforcement if a criminal violation is suspected. Examples of server, system or network security violations include, without limitation, the following:

- Hacking.** Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.
- Interception.** Unauthorized monitoring of data or traffic on any network, server, or system without express authorization of the owner of the system, server, or network.
- Intentional Interference.** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

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- d) Falsification of Origin. Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
- e) Avoiding System Restrictions. Using manual or electronic means to avoid any use limitation places on the Services such as timing out.
- f) Failure to Safeguard Accounts. Failing to prevent unauthorized access to accounts, including any account passwords.

6. E-MAIL: ON-LINE PRIVACY POLICY

You agree that you will not, nor will you allow any Third-Party User, to distribute, publish, or send any of the following types of e-mail:

- a) Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and information announcements, except to those who have explicitly requested such e-mails using Airnet Group, Inc. shared servers. Only dedicated domains, IP addresses and servers may be used for all emarketing email sends.
- b) Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.
- c) Harassing e-mail, whether through language, frequency, or size of messages.
- d) Chain letters.
- e) Malicious e-mail, including without limitation "mailbombing" (flooding a user or Web sit with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).
- f) E-mails containing forged or falsified information in the header (including sender name and routing information)), or any other forged or falsified information.

In addition, you may not use AirNet Group's mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

7. COPYRIGHT COMPLAINTS AND REMOVAL POLICY: ON-LINE PRIVACY POLICY

AirNet Group services permit its subscriber to host and make available content over the Web. Although AirNet Group does not affirmatively screen subscriber content, AirNet Group does not tolerate infringing material on its equipment, and may remove content that appears to infringe any copyright or other intellectual property rights.

If you believe that your copyright in any material has been infringed on a site hosted on AirNet Group's equipment or through its services, please send a "DMCA Notice" described below to AirNet Group's Copyright Agent for Notice of Claims of Copyright Infringement. Once we receive a complete DMCA Notice, we will then evaluate your notice and take such action as is appropriate under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512 et seq.

Federal law requires your DMCA Notice to include the following information:

- a. Identification of the copyrighted work that you claim has been infringed;
- b. Identification of the material, including URL, that you claim is infringing, with enough detail so that we may locate it;
- c. Your address, telephone number, and e-mail address;
- d. A statement declaring under penalty of perjury that (a) you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, (b) the above information in your notice is accurate, and (c) you are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and
- e. Your physical or electronic signature.

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AirNet Group's Copyright Agent for Notice of Claims of Copyright Infringement can be reached as follows:

AirNet Group Corporation
ATTN: DMCA COPYRIGHT AGENT
801 Broad Street, Suite 530
P.O. Box 11181
Chattanooga, TN 37401-2181
Phone: 423-664-7678
Fax: 423-664-7680

e-mail: dmca@airnetgroup.com

Please note that AirNet Group, in its sole discretion, may terminate the account of any subscriber about whom AirNet Group receives more than one complaint of copyright infringement.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE TERMS OF ACCEPTABLE USE AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THE TERMS OF ACCEPTABLE USE BY YOU.

If you want to report any violations of these Terms of Acceptable Use, please contact abuse@airnetgroup.com.

If you have any questions about this policy, please contact AirNet Group at support@airnetgroup.com.



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