

AM3 INTERNET ACCEPTABLE USE POLICY

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Access Media 3 adopted this Acceptable Use Policy to enhance and protect the use of the Internet and Access Media 3 Services for all users of the Services. Please read carefully.

Access Media 3's Acceptable Use Policy

This Acceptable Use Policy ("Policy") is intended to: (a) promote and protect the availability, integrity, security, reliability and privacy of the systems, networks, services, and products (collectively, the "Services") of Access Media 3, and its subsidiaries, joint ventures, affiliates, partnerships, and any other entities controlled, or partially controlled, by Access Media 3, (collectively, "Access Media 3"); (b) maintain an image and reputation of Access Media 3 as a responsible provider of the Services; and (c) encourage responsible, and discourage harmful or illegal, use of the Services and/or the Internet. This Policy sets forth principles, guidelines, and requirements governing or affecting the use by customers and any other users (collectively, "Users") of the Services or Access Media 3's websites. The term "User" also includes any person visiting any of Access Media 3's websites, whether such person is a Access Media 3 customer, a visitor to a public area of our Services, or a participant in one of Access Media 3's promotional offerings.

Acceptance of this Policy

Your use of the Services constitutes acceptance of the terms and conditions of this Policy, as it may be modified by Access Media 3 periodically. Access Media 3 wants to ensure that Users use the Services and the Internet responsibly.

Access Media 3's intends to provide customers with the best residential Internet service possible. To that end, Access Media 3 has created this Acceptable Use Policy (the "Policy"). This Policy addresses allowable and acceptable uses of Access Media 3's High-Speed Internet service (the "Service"). The

Policy is in addition to any restrictions contained in the Access Media 3 Agreement for Residential Services.

Customer Obligations

All customers and all others who use the Service (the “customer,” “user,” “you,” or “your”) must comply with this Policy. Your failure to comply with this Policy could possibly result in the termination or temporary suspension of your Services. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Access Media 3 so that it can close your account. Access Media 3 may revise this Policy from time to time by posting a new version on the Web site at <https://www.am3inc.com/downloads.cfm> or any successor URL(s) (the “Access Media 3.com Web site”). Access Media 3 will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Access Media 3.net Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Access Media 3 announcements they receive and regularly visit the Access Media 3.net Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <https://www.am3inc.com/contact/default.cfm>. To report a child exploitation incident involving the Internet use the same link, <https://www.am3inc.com/contact/default.cfm>.

Allowable Uses and Activities

What uses and activities does Access Media 3 prohibit?

The Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. These prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Access Media 3 Equipment to:

Restricted Technical Uses

- 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 Access Media 3 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;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Access Media 3 Equipment or Service or permit any other person to do the same who is not authorized by Access Media 3;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), 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 use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Access Media 3 (or Access Media 3 supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Access Media 3 (or Access Media 3 supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
- connect the Access Media 3 Equipment to any computer outside of your Premises;
- 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 abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than 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 you to do so.

Restricted Behavior

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, 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, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- 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 any required permission of the owner;

- transmit unsolicited bulk or commercial messages commonly known as “spam;”
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Access Media 3 or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Customer Behavior and Service Features

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. You must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. 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. Access Media 3 recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Access Media 3 and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Access Media 3 that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

Access Media 3’s Assessment of Inappropriate Content and Transmissions

Access Media 3 reserves the right 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 in violation of this Policy, or

otherwise harmful to Access Media 3's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Access Media 3 nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Access Media 3 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 this Policy, the Subscriber Agreement, and applicable law.

Electronic Mail Requirements

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of this Policy. Access Media 3 uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Access Media 3 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. Access Media 3 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 Access Media 3's sole discretion. In the event that Access Media 3 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, Access Media 3 (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Access Media 3 may at any time reserve any identifiers on the Service for Access Media 3's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

Instant, Video, and Audio Messages Requirements

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Access Media 3 assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is

terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

Network Management and Limitations on Data Consumption

Access Media 3's Management of the Network

Access Media 3 manages its network with the goal to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Access Media 3 works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Access Media 3 tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. The company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to Access Media 3. Most, if not all, large Internet service providers manage their networks. Many of them use the same or similar tools that Access Media 3 does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Access Media 3 can deliver the best possible broadband Internet experience to all of its customers.

Access Media 3' Management of its Network

Access Media 3 uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. These network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Access Media 3 may be required to

implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Restrictions on Data Consumption

The Service is for personal, residential and non-commercial use only. Access Media 3 reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion. Access Media 3 has established a monthly data consumption threshold per Access Media 3 High-Speed Internet account of 250 Gigabytes ("GB"). Use of the Service in excess of 250GB per month is excessive use and is a violation of the Policy. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Access Media 3 in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Access Media 3's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Access Media 3 may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. Access Media 3 may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Access Media 3's determination of the data consumption for Service accounts is final.

Violations of this Policy

Access Media 3 reserves the right immediately terminate or suspend the Service account if you violate the terms of this Policy. Access Media 3 does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. In the company's efforts to promote good citizenship

within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Access Media 3 has no obligation to monitor the Service and/or the network. Access Media 3 and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Access Media 3 users.

Access Media 3 attempt to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Access Media 3 also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Access Media 3's intervention. However, if the Service is used in a way that Access Media 3 or its suppliers, in their sole discretion, believe violates this Policy, Access Media 3 or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. 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 (including but not limited to newsgroups). Neither Access Media 3 nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Access Media 3's exclusive remedies and Access Media 3 may take any other legal or technical actions it deems appropriate with or without notice.

Access Media 3 reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Access Media 3's servers and network. During an investigation, Access Media 3 may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Access Media 3 and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Access Media 3 is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of Access Media 3 or its suppliers to enforce this Policy, 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 Access Media 3 and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

If a You has been determined to have violated this Policy, then the You will be liable to Access Media 3 for all costs and expenses, including incidental and consequential damages, incurred by Access Media 3 as a result of such violation. Access Media 3 may also assess the violating You for administrative costs and, should Access Media 3 elect to reactivate the Services to such You, a reactivation charge. The rights and remedies reserved by Access Media 3 are not and are not intended to be exclusive of any other right or remedy available to Access Media 3 at law or in equity. Each and every right and remedy shall be cumulative and in addition to any other right or remedy reserved to Access Media 3 under this Policy or now or hereafter legally existing upon the occurrence of a violation of this Policy. The failure of Access Media 3 at any time or from time to time to insist, or the election by Access Media 3 at any time or from time-to-time not to insist, upon the strict observance by any User with of any provision of this Policy, shall not impair or be deemed in any way to have modified or waived Access Media 3's right to insist thereafter on the strict observance or performance of this Policy or any provision of this Policy. The failure of Access Media 3 at any time or from time to time to exercise, or the election by Access Media 3 at any time or from time to time not to exercise, any right or remedy available to Access Media 3 as provided in this Policy, shall not impair or be deemed in any way to have modified or waived Access Media 3's right to exercise thereafter such right or remedy. Every right and remedy available to Access Media 3 may be exercised at any time and from time to time and as often as may be deemed expedient by Access Media 3.

Copyright and Digital Millennium Copyright Act Requirements

Access Media 3 complies with U.S. copyright and related laws, and requires all customers and users of the Service to comply with the same laws. 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.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed

may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Access Media 3's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Access Media 3, in its sole discretion, believes is infringing these rights. Access Media 3 may terminate the Service at any time with or without notice for any affected customer or user. Copyright owners may report potential infringements of their works that are stored on the Service or the Personal Web Features by sending Access Media 3's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon receipt of a probable notice of infringement, Access Media 3 shall respond to either directly or indirectly (a) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (b) disable access to the work(s). Access Media 3 will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Access Media 3 a notification of claimed infringement to report alleged infringements of their works to:

Robert Neumann

Access Media 3, Inc.

900 Commerce Drive, Suite 200

Oak Brook, IL 60523

e-mail: rneumann@am3inc.com

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Access Media 3, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Access Media 3's Network Monitoring

Access Media 3 does not intend to actively monitor the content of websites, e-mail, news groups, or other materials created or accessible over its Services and is not responsible for the content thereof. Access Media 3, however, reserves the right to monitor such Services, and to take any action it deems appropriate based on information discovered in connection with any such monitoring. Access Media 3

may investigate incidents involving alleged violations of this Policy, may cooperate with law enforcement and other third parties, and may take any action it deems appropriate based on information discovered in such investigations. User acknowledges that failure by Access Media 3 to take action in response to any violation by any User of this Policy will not be deemed a waiver of Access Media 3's right to take action in response to any other violation of this Policy by that or any other User.

Warranties

ACCESS MEDIA 3 PROVIDES THE SERVICES "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. ACCESS MEDIA 3 DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. USER IS SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND ACCESS MEDIA 3 HAS NO LIABILITY THEREFOR. ACCESS MEDIA 3 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL MEET USER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS. ACCESS MEDIA 3 MAKES NO WARRANTIES AND IS NOT RESPONSIBLE FOR THE CONTENT OF WEB SITES, E-MAIL, NEWS GROUPS, OR OTHER MATERIALS CREATED (OTHER THAN BY ACCESS MEDIA 3) OR ACCESSIBLE OVER ITS SERVICES.

Limitation of Liability

IN NO EVENT WILL ACCESS MEDIA 3 BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE, EVEN IF ACCESS MEDIA 3 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY AFFORDED ACCESS MEDIA 3 HEREIN ARE IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN ACCESS MEDIA 3 AND THE APPLICABLE USER ("Customer Agreement") AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED (A) IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR (B) ON ANY LAWS OR

Customer Agreements

User expressly acknowledges that nothing in this Policy will act as a limitation or be deemed a waiver of any of Access Media 3's rights and protections under any Customer Agreement. This Policy shall be read in concert, and not in conflict, with any such Customer Agreement. User acknowledges and agrees that this Policy, in concert with such Customer Agreement, supersedes any other oral or written representations or agreements made by Access Media 3 or its representatives regarding the Services.

Governing Law and Forum

Subject to any arbitration, forum and choice of law provisions in an applicable Customer Agreement: (i) this Policy will be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to conflict of laws principles and (ii) the exclusive forum for any disputes arising in connection herewith will be the state and federal courts having jurisdiction in Cook County, Illinois.

Severability

If any provision of this Policy, or part thereof, is held to be illegal, invalid or unenforceable by a tribunal of competent jurisdiction, then the remaining provisions, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Policy shall be blue-penciled or replaced by a valid provision which will implement the purpose of the illegal, invalid or unenforceable provision.