

FORTIS TELECOM ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") is intended to: (a) protect the availability, integrity, security, reliability, and privacy of both the Fortis Telecom network as well as the devices and services ("Devices" and "Services") Fortis Telecom offers to its customers who sign the Master Service Agreement ("Customers" or "you" or "your"); (b) maintain an image and reputation of Fortis Telecom as a responsible provider within the internet community; (c) promote constructive, and discourage harmful or illegal, use of the Fortis Telecom network and/or the internet.

This Policy sets forth guidelines and requirements governing or affecting the use of the Fortis Telecom's network resources by Customers.

ACCEPTANCE OF THIS POLICY

Your use of and continued use of Fortis Telecom's Devices and Services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. This Policy is considered a material part of your Master Service Agreement with Fortis Telecom. You agree not to use our Services or Devices in violation of our Policy or the Master Service Agreement.

MODIFICATIONS TO THIS POLICY

Fortis Telecom reserves the right to modify this policy at any time, effective immediately upon posting of the modification on the Fortis Telecom website, or on being mailed to Customers, whichever is earlier. You agree to comply with such modifications and are advised to review the Fortis Telecom website periodically to be aware of changes.

CUSTOMER ACCOUNT INFORMATION

Fortis Telecom requires that each Customer maintain accurate, complete, and updated account and authorized contact information. Because Fortis Telecom sends important notices to the authorized contact, Customer is expected to check the contact's email regularly.

LIMITATIONS OF SERVICES

Fortis Telecom's Services will not function in the event of power failure because the Services require a fully functional broadband connection to the internet. Accordingly, in the event of an outage of broadband service, the Services will not function except over the backup POTS line that is maintained by the Customer, if any. Should there be an interruption in the power supply or broadband outage, the Services will not function until power and service is fully restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service.

BY USING OUR SERVICES, YOU ACKNOWLEDGE AND UNDERSTAND THAT DURING A POWER FAILURE, INTERNET SERVICE OUTAGE OR UPON CANCELLATION OF THIS AGREEMENT, ENHANCED 911 (E911) SERVICES WILL NOT WORK.

THE DEVICES PROVIDED BY FORTIS TELECOM ARE NOT EQUIPPED WITH BATTERY BACKUP. IT IS YOUR RESPONSIBILITY TO ENSURE ADEQUATE BACKUP POWER IS PROVIDED FOR SERVICE CONTINUITY DURING A POWER OUTAGE, AS USERS WOULD OTHERWISE BE UNABLE TO USE THE SERVICES, INCLUDING E911, WHEN POWER IS UNAVAILABLE. CALLS USING THE SERVICE, INCLUDING CALLS TO E911, MAY NOT BE COMPLETED IF THERE IS A PROBLEM WITH NETWORK FACILITIES, INCLUDING NETWORK

CONGESTION, NETWORK/EQUIPMENT/POWER FAILURE, OR OTHER TECHNICAL PROBLEMS.

ENFORCEMENT OF THIS POLICY

FORTIS TELECOM MAY, IN ITS SOLE DISCRETION, SUSPEND OR TERMINATE THE PROVISION OF THE SERVICES OR ANY PART THEREOF TO A CUSTOMER AT ANY TIME AND WITHOUT WARNING FOR ANY VIOLATION OF ANY PART OF THIS POLICY. FORTIS TELECOM PREFERS TO ADVISE CUSTOMERS OF INAPPROPRIATE BEHAVIOR AND ANY NECESSARY CORRECTIVE ACTION, AND THEREFORE TERMINATION IS NOT OUR FIRST CHOICE. HOWEVER, CONTINUING OR FLAGRANT VIOLATIONS OF THE POLICY, PARTICULARLY THOSE THAT ADVERSELY IMPACT OTHERS, WILL CAUSE FORTIS TELECOM TO ACT IMMEDIATELY, AND MAY LEAD TO TERMINATION OF SERVICE. OUR FAILURE TO ENFORCE THIS POLICY, FOR WHATEVER REASON, SHALL NOT BE CONSTRUED AS A WAIVER OF OUR RIGHT TO DO SO AT ANY TIME.

INTERNET PRIVACY

As a Customer of Fortis Telecom Services, you acknowledge that you are not entitled to an expectation of privacy. All information and communications accessible via the internet should not be assumed to be private.

PROHIBITED ACTIONS

Customer must use the Devices and Services only in a manner that, as determined in Fortis Telecom's sole discretion, are consistent with the purposes of such Devices and Services. Customer shall not engage in any activity (whether legal or illegal) that results in harm to Fortis Telecom, our Devices or Services, any Customer or third party, or any other customer's use or enjoyment of the Devices and Services.

A Customer will be deemed in violation of this Policy if Fortis Telecom determines, in its sole discretion, that any action of Customer, in connection with the use of the Devices and Services is: (a) inconsistent with the purposes of such Services or (b) violates any local, state, federal or international law, statute, agency decision, regulation, ordinance, executive order or any other legally binding governmental directive, including, without limitation, the Federal Can Spam Act of 2003, the Computer Fraud and Abuse Act (18 U.S.C. 1030 et seq.), the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608), the Federal Trade Commission's amended Telemarketing Sales Rule, and the Digital Millennium Copyright Act (collectively, "Laws or Regulations").

A Customer will also be deemed in violation of this Policy if Fortis Telecom determines, in its sole discretion, that any action of such Customer, whether or not in connection with such Customer's use of the Service, has resulted in: (a) any harm to Fortis Telecom's Devices and Services or other Customers; (b) any third party blacklisting, blocking, filtering, or refusing any e-mail or any other network application or communications protocol from Fortis Telecom or Customers; or (c) interference in any manner with the free flow of e-mail or any other network application or communications protocol from or to Fortis Telecom or Customers.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON ANY CUSTOMER'S BEHALF, WILL BE DEEMED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER.

The following are some, but not all, of the actions that constitute a material breach of this Policy and are prohibited under this Policy if taken: (a) in connection with Customer's use of the Services or (b) in any

other manner that results in harm to Fortis Telecom, the Devices and Services, or any Customer or third party (as determined solely by Fortis Telecom):

1. Any activity which violates any local, state, or federal law;
2. Any activity that violates the rules, regulations and policies of any network, server, website, database or service provider that is accessed through the Customer's Fortis Telecom account;
3. Any activity which is defamatory, fraudulent, indecent, offensive or deceptive;
4. Any activity which threatens, harasses, abuses or intimidates others;
5. Any activity which causes damages to, including the name or reputation of, Fortis Telecom, its affiliates and/or subsidiaries, and/or third party providers;
6. Any activity which breaks security on any computer network, or to access a Fortis Telecom account which does not belong to the Customer;
7. Any purposes that are inconsistent with the Customer's Master Service Agreement with Fortis Telecom;
8. Any activity which interferes with other Customers' use and enjoyment of the Devices and Services provided by Fortis Telecom;
9. Posting or disseminating material which is unlawful (such as child pornography or obscene materials);
10. Intentionally spreading or threatening to spread malicious programs (e.g. viruses, Trojan horses and worms);
11. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e.g., E-mail "spam");
12. Distributing, advertising, or promoting software or services that have the primary purpose of enabling unsolicited commercial E-mail or spam, or the forging of mail header information;
13. Gaining or attempting to gain unauthorized access to any network, including Fortis Telecom's private network infrastructure;
14. Attempting to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account that Customer is not expressly authorized to access, or probing the security of other networks;
15. Accessing or attempting to access information not intended for Customer;
16. Disseminating material that violates the copyright or other intellectual property rights of others, or which may be subject to a claim of proprietary ownership;
17. Transmitting pirated software or other software not properly and currently licensed;
18. Fraudulent activity, including misrepresenting oneself to harm others, impersonating others, or falsely presenting or altering written or electronic signatures; or
19. Attempting to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Fortis Telecom Devices and Services are for the exclusive use of the Customer, and Customer is explicitly prohibited from any resale, assignment, transfer, relicense, subdivision, structuring for access by multiple parties, or other sharing or allocation for use by others without Fortis Telecom's prior written consent.

In addition, any Customer who, regardless of actual knowledge, permits his or her equipment or service, or any Fortis Telecom Devices or Services to operate as a server or as a proxy for a server and to provide network content, such as web hosting, file sharing, or proxy services, must do so only through a static IP address separately procured and assigned by Fortis Telecom. Fortis Telecom reserves the right to require a Customer engaged in such activity to obtain a static IP address, and Fortis Telecom may block any

access port (and block or redirect any traffic) that is reasonably believed to be of a type that is offensive or that would generate sanctions from other networks.

MONITORING

Fortis Telecom does not anticipate actively monitoring 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. Fortis Telecom, however, reserves the right to access and monitor such items over its Services, and to take any action it deems appropriate based on information discovered. Fortis Telecom may investigate incidents involving alleged violations of this Policy, may cooperate with or make reports to law enforcement and other third parties, and may take any action it deems appropriate based on information discovered in such investigations. Customer acknowledges that failure by Fortis Telecom to take action in response to any violation by any Customer of this Policy will not be deemed a waiver of Fortis Telecom's right to take action in response to any other violation of this Policy by that or any other Customer.

NETWORK MANAGEMENT

Customer must ensure that its activity and that of its users do not improperly restrict, inhibit or degrade any other Fortis Telecom Customer's use of Services. Customers must also ensure their usage does not burden (determined in the sole judgment of Fortis Telecom) the Fortis Telecom network, such as by sending unusually large transmissions or large numbers of transmissions, by repeated or coordinated transmissions to the same or a small number of addresses, or by initiating or maintaining consistent transmissions that impact others. The network is robust, but not unlimited.

Management of its network allows Fortis Telecom to become aware of Customers whose internet usage is unreasonably high, who consume unreasonable amounts of Fortis Telecom network resources, whose internet usage may degrade Fortis Telecom's network, or who may otherwise impact Fortis Telecom and/or other Customers. Fortis Telecom explicitly retains full discretion to take whatever action it deems appropriate with respect to any Customer to protect the operation of its network and to meet its internet service obligations to its other Customers.

From time to time, Fortis Telecom establishes guidelines that assist it in determining whether the use of its network or internet service by any individual Customer is acceptable or may be considered excessive and/or burdensome. Customers whose internet usage consistently falls outside of the parameters permitted by these guidelines for the package they have selected may be contacted by Fortis Telecom and requested either to modify their network usage activities to bring them into compliance with the guidelines or to purchase another Fortis Telecom internet service package designed for Customers with heavier internet usage. Customers may contact Fortis Telecom to obtain additional information or guidance with respect to acceptable usage for individual internet services.

Repeated or continued excessive use of internet service may lead to suspension or termination of a Customer's account. Suspension or termination of a Customer account for any of the reasons outlined above in this section will be considered a breach of this Policy.

WARRANTIES AND LIMITATION OF LIABILITY

ALL SERVICES AND DEVICES PROVIDED BY FORTIS TELECOM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FORTIS TELECOM MAKES NO EXPRESS OR IMPLIED WARRANTY TO THE CUSTOMER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICES OR DEVICES PROVIDED TO YOU, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FORTIS

TELECOM DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS OR INTERRUPTION NOR DOES FORTIS WARRANT THE RELIABILITY OF ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE DEVICES.

FORTIS TELECOM IS NOT RESPONSIBLE FOR THE CONTENT OF WEBSITES, E-MAIL, NEWS GROUPS, OR OTHER MATERIALS CREATED (OTHER THAN BY FORTIS TELECOM) OR ACCESSIBLE OVER ITS SERVICES.

FORTIS TELECOM PROVIDES SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT CUSTOMERS WILL BE ABLE TO ACCESS THE SERVICE AT ALL TIMES OR LOCATIONS OF CUSTOMER'S CHOOSING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FORTIS TELECOM'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO THE INSTALLATION CHARGES FOR THE SERVICES AND DEVICES PROVIDED AS FURTHER DESCRIBED IN THE MASTER SERVICE AGREEMENT.

REPORTING VIOLATIONS OR COMPLAINTS

Please report any activity in violation of this Policy by email to:

abuse@fortistelecom.net.

Or mail to:

Fortis Telecom
Attn: AUP
4952 Windplay Blvd. Suite B
El Dorado Hills, CA 95762

Each complaint must include a valid return address. To enable Fortis Telecom to independently verify each instance of abuse, and where possible, please include in your complaint:

1. The IP address used to commit the alleged violation,
2. The date and time of such violation, and
3. Evidence of the violation including, if applicable, the complete text of the objectionable message, including all headers. Please do NOT send excerpted parts of a message. Sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and may enable Fortis Telecom to determine whether any part of the message has been forged.

MISCELLANEOUS

This Policy shall be governed by the laws of the State of California. If any court of law or arbitrator, having the jurisdiction to decide on this matter, rules that any provision of this Policy is invalid, then that provision will be removed from the Policy without affecting the rest of the terms contained

therein. The remaining provisions of the Policy will continue to be valid and enforceable. This Policy, the Master Services Agreement and the Sales Order Form constitute the entire agreement between Fortis Telecom and the Customer with respect to the use of the Services and Devices.