

THIS ACCEPTABLE USE POLICY (“AUP” OR “POLICY”) IS A MATERIAL PART OF ANY AGREEMENT WITH TEKFINITY,LLC FOR PROVISION OF ITS SERVICES TO ITS CUSTOMERS. PLEASE READ AND FOLLOW THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY TEKFINITY,LLC, OR AS OTHERWISE SET FORTH BELOW.

TEKFINITY,LLC and its affiliates (collectively “TEKFINITY,LLC”) have established this AUP for subscribers (“you”) of TEKFINITY,LLC’s Internet access service, email, web hosting, voice-over-IP telephone service, or other Internet related services (“Service”) by designating standards for acceptable and unacceptable uses of the Service. This AUP forms part of the agreement between TEKFINITY,LLC and you and is incorporated by reference into TEKFINITY,LLC’s Terms and Conditions (the “Residential Terms and Conditions”) found at <http://www.tek-finity.com/legal>. All subscribers of the Service (anyone who uses or accesses the Service) must comply with, and shall be bound by the terms of, this AUP. TEKFINITY,LLC supports the free flow of information and ideas over the Internet as described in the TEKFINITY,LLC Open Internet Statement and Policy found at the same address. Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of TEKFINITY,LLC, or any third party.

Prohibited Activities. For the benefit of all of TEKFINITY,LLC’s subscribers, as a condition of the Service, TEKFINITY,LLC prohibits the following activities:

1. Unlawful or Improper Use of the Service. You may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, you may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any TEKFINITY,LLC property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another’s use or enjoyment of any Service, including other TEKFINITY,LLC subscribers. You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as “cracking” or “hacking”). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services 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. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user’s session, by any means, locally or via the Internet. The Service is intended for periodic, active use. You may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is prohibited.

2. Excess Utilization of Network Resources. The excessive use or abuse of TEKFINITY,LLC’s network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in TEKFINITY,LLC’s sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, or continuous FTP uploading or downloading. In the event that you violate the terms of this provision TEKFINITY,LLC may, without limitation, restrict your access to TEKFINITY,LLC’s network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply.

3. Intellectual Property Infringement. You may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, or the unauthorized transmittal of copyrighted software. TEKFINITY,LLC is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify TEKFINITY,LLC if they

believe a TEKFINITY,LLC customer has infringed the copyright owner's work(s). If TEKFINITY,LLC receives a notice from a copyright owner alleging a Customer has committed copyright infringement, TEKFINITY,LLC will notify the Customer of the alleged infringement. If TEKFINITY,LLC receives more than one notice alleging copyright infringement on the Customer's part, Customer may be deemed a "repeat copyright infringer." TEKFINITY,LLC reserves the right to terminate the accounts and access to the Service of repeat copyright infringers. You are also prohibited from using the service to interfere with any technical measures employed by TEKFINITY,LLC that ARE used to ensure compliance with this policy.

4. Objectionable Material. You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation.

5. Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

6. Fraudulent Activity. You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communication.

7. Impersonation. You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing. Further, you may not alter, obscure or forge the MAC or IP addresses of the network's equipment or systems used by TEKFINITY,LLC to provide the Service.

8. Software Viruses. You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment are not permitted.

9. Collecting Information. You may not use the Service to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.

10. Newsgroups. You should use your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Without limiting any other rights or remedies that TEKFINITY,LLC may have under this AUP, the Terms and Conditions or applicable law, TEKFINITY,LLC may cancel any postings that violate this AUP as determined by TEKFINITY,LLC in its sole discretion.

11. Use of Your Account by Others. You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

12. Reselling. You may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without TEKFINITY,LLC's prior written consent.

13. Spamming and Invasion of Privacy. You may not send unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another person's

privacy. Further, you may not engage in “spamming,” e-mail “blasting,” or other similar activities. TEKFINITY,LLC considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be “unsolicited” for purposes of this AUP if (1) the recipients’ e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

14. Obscene or Indecent Speech or Materials. You may not use TEKFINITY,LLC’s service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. TEKFINITY,LLC will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

15. Defamatory or Abusive Language. You may not use the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

16. Forging of Headers. You may not forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message.

17. Hacking. You may not access illegally, or without authorization, computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

18. Facilitating a Violation of this Policy. You may not advertise, transmit, or otherwise make available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

19. Export Control Violations. You may not use the service to transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

20. Other Illegal Activities. You may not use the service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

Security Precautions

You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

Illegal and Fraudulent Activity

You acknowledge and agree that TEKFINITY,LLC may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. TEKFINITY,LLC may immediately suspend or terminate Your Service if TEKFINITY,LLC suspects abuse or fraudulent use of the Service, interference with our network, or violation of the AUP or Terms and Conditions, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. You must cooperate with TEKFINITY,LLC in any fraud investigation and use any fraud prevention measures that TEKFINITY,LLC prescribes. Your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

Applying for a User ID under false pretenses is punishable by denial of access or revocation of access, after the fact. Sharing your User ID or password with any other person is absolutely prohibited. In the result that you do share your User ID or password with another person, you will be solely responsible for the actions of that other person. Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited. Continued impedance of other users through mass consumption of system resources, after receipt of a request to cease such activity, is prohibited. Any unauthorized, deliberate action which damages or disrupts a computing system, alters its' normal performance, or causes a malfunction, is a violation regardless of system location or time duration.

Violations of AUP

In the event that you violate this AUP, TEKFINITY,LLC may, without limitation, restrict your access to TEKFINITY,LLC's network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of TEKFINITY,LLC are cumulative and not exclusive of any rights or remedies that TEKFINITY,LLC may otherwise have at law or in equity. Waiver of any violation of this AUP by TEKFINITY,LLC shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by TEKFINITY,LLC in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. You should read this AUP in conjunction with our Terms and Conditions and our other Policies which are set forth on our website. TEKFINITY,LLC has the right but not the obligation to monitor or restrict any uses of the Service that TEKFINITY,LLC believes in its sole discretion violates this AUP, any part of the Terms and Conditions, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

In addition, violations of this AUP may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service (in whole or in part), or other action appropriate to the violation, as determined by TEKFINITY,LLC, in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. TEKFINITY,LLC may involve, and will cooperate with, law enforcement if criminal activity or threatened criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this AUP. You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to your violation of this AUP, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorney's fees or other costs or damages incurred by us.

Privacy; Monitoring the Service, Policy Management.

TEKFINITY,LLC is under no obligation to monitor the Service, but TEKFINITY,LLC may do so from time to time in its discretion. Without limiting any other right of TEKFINITY,LLC under this AUP or the Terms and Conditions, TEKFINITY,LLC may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect TEKFINITY,LLC's property or legal interests and those of its subscribers. To protect its customers and its network TEKFINITY,LLC may, without limitation, block and allow traffic types as we see fit at any time.

Reporting Violations

TEKFINITY,LLC requests that any person who becomes aware of a violation of this AUP report the information to TEKFINITY,LLC at support@tek-finity.com. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. TEKFINITY,LLC may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to TEKFINITY,LLC's Designated Agent.

Revisions; Reservation of Rights

TEKFINITY,LLC reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, and any such revisions will be effective ten (10) days after posting on TEKFINITY,LLC's website. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK TEKFINITY,LLC 'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.

Interpretation

The terms and provisions of this AUP are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited. We reserve the right at all times, with or without notice, to prohibit activities that damage our commercial reputation and goodwill or that affect the quality of our services or our ability to provide services.

Notice of Violations of the AUP. TEKFINITY,LLC requests that anyone who believes that there is a violation of the AUP direct the information to: 460 Main Ave S, Twin Falls, ID 83301.

Monitoring Use

TEKFINITY,LLC has no obligation to monitor anyone's use of the Service or retain the content of any user session. However, TEKFINITY,LLC reserves the right at all times and without notice to delete any content and to monitor, review, retain and/or disclose any content or other information in TEKFINITY,LLC's possession, however obtained, about or related to you, your use of the Service or otherwise as TEKFINITY,LLC deems necessary or useful to satisfy any applicable law, regulation, legal process, or governmental request.

Acceptable Uses of Other Services

When using the Service you are subject to all the rules specified by the services and Web sites you visit. If another party reports that you have violated their rules, you agree that TEKFINITY,LLC may take appropriate action just as if you had violated this Agreement.

Notice of Possible Breach

You must promptly notify TEKFINITY,LLC if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your TEKFINITY,LLC user name or password.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL SUBURAN, OR ITS AFFILIATE, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT Public IP Network OR ITS owners MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Indemnity

You agree to indemnify and hold harmless Public IP Network, its owners, and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Public IP Network may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another.