



ACCEPTABLE USE POLICIES

Acceptable Use Policies ("AUPs") for San Diego Wireless Internet Service Provider ("SDWISP") may modify the policies of this document and the Service Agreement at any time. SDWISP Acceptable Use Policies (AUP's) are in direct compliance with our ISP partner(s) Acceptable Use Policies. SDWISP provides its customers a wireless Internet connection, which we refer to as the "service". The customer and users of the service acknowledges that Internet sites, and use of the Internet, might consist of, include and/or provide access to images, sounds, messages, text, services or other content and material that may be unsuitable for minors, and that may be objectionable to many adults. The customer acknowledges that SDWISP is not responsible for any such content or material. It is agreed that use of the service is at your own risk.

These Acceptable Use Policies are intended to provide protection for our customers and the Internet community, while also allowing SDWISP to fairly share its network to all customers.

As SDWISP is reliant on commercial power, the service is not intended to be, and should not be used as your primary or "life-line" and/or emergency telecommunications Service. We recommend maintaining a land line for emergency purposes.

ANY CUSTOMER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY SDWISP, SO THAT THE CUSTOMER'S SERVICE CAN BE CANCELLED.

End Users. If customer allows others (end users) to use the service, customer is responsible for ensuring that end users comply with this AUP. Customer may not use the service in a manner that places disproportionate burden on the wireless network or impairs the SERVICE to other customers. SDWISP may disconnect service, cancel the Service Agreement, and close the Account if an end user violates this AUP, without prior notice.

Illegal Activity. Use of the service for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order, ordinance, rule or regulation, or to engage in tortuous conduct, is a violation of this AUP. You may not use the service to harm, attempt to harm, harass, threaten or intimidate a minor, adult or anything, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography, animal cruelty, obscene material or material that infringes on the copyright and/or the rights of anyone or anything. SDWISP may immediately disconnect SERVICE, cancel the Service Agreement, and close the Account if the customer violates this AUP, without prior notice.

Inappropriate Content. The customer is solely responsible for any and all information that is accessed through the use of the service. If minors will have access to the service we recommend an Internet Content Filter and/or Parental Controls; and as a recommendation, SDWISP is not responsible if the customer chooses not to filter service content for a minor/child. See also Illegal Activity section. **SDWISP is not responsible for content downloaded from or uploaded to the Internet!** Our AUPs and Service Agreement is intended to provide protection for our customers and the Internet community, however we have no control over what you click on and/or save on your computer, with or without your knowledge (i.e. viruses, worms, spyware, cookies, tracking software, etc) while "surfing" the Internet. ***Bit torrent data is strictly prohibited on the SDWISP network and we reserve the right to block known file sharing sites and their known ports and protocols.***

Security. Customer is solely responsible for the protection of their computer and equipment and any misuse of those and the Internet Service, even if a guest or other individual(s), who have access to the customer's system or network, committed the inappropriate activity. Therefore, the customer must take steps to ensure that others do not gain unauthorized Internet access. The service may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. Customer may utilize scanners, sniffers and any other such security analysis tools to maintain customer's own network as long as customer only uses such tools with respect to customer's own network. SDWISP does not under any circumstance allow customer or unauthorized individuals to scan, probe, or use security analysis tools against the SDWISP wireless network or the networks of our service partner(s) and other customer; use of or distribution of tools designed for compromising security of non-customer networks, such as password guessing programs, cracking tools, packet sniffers, port scans, or network probing tools, is prohibited. Customer may not willfully or knowingly disrupt the service or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading the service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, is also prohibited. The customer is solely responsible for the security of any device customer chooses to connect to the service, including any data stored on that device. SDWISP shall not be liable for the loss of data. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. SDWISP is not responsible or liable for any errors, delays, or interruptions.

If Service Provider detects that customers equipment or customers Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the SDWISP wireless network, the service provided to other customers, or otherwise compromises the integrity or the operation of the SDWISP wireless network, **SDWISP MAY IMMEDIATELY SUSPEND SERVICE AND RESERVES THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OF SUSPENSION.** In the event of a conflict between the Service Agreement and this AUP, the terms of this AUP will govern. SDWISP does not endorse or in any way

vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Internet, accessed via the SDWISP wireless network. **SDWISP BLOCK OUTBOUND EMAIL ON SMTP PORT 25**

WiFi. Customer's WiFi Network must be secured with at least a WPA standard encryption, and broadcast a unique SSID that identifies the customer. (example: SmithNet).

Use of SERVICE at your own risk. The customer is solely responsible for the content of communications on the Internet. The service provided by SDWISP is "as is" and at your own risk. SDWISP is not responsible for the accuracy of information obtained through the service. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SDWISP is not responsible or liable for the actions of its customers which may directly or indirectly result in the termination of any and all service of the entire wireless network provided by SDWISP.

Customer agrees to indemnify, defend and hold harmless SDWISP and its' contractor(s) against any and all claims and expenses (including reasonable attorney fees) resulting from the customer or end user(s) engaging in any of the prohibited activities listed in this AUP, Terms and Conditions, or resulting from the violation of the AUPs, Terms and Conditions, and/or of any other policy related to the service, which includes any judicial or legislative California or federal law, or that of any Sovereign Nation. Your indemnification will survive any termination of the Service Agreement.

It is the sole responsibility of the customer to insure that any computer or device connected to the SDWISP wireless network be secure and virus/spyware free at all times. Therefore, your spyware and anti-virus must be the latest versions and both the spyware and anti-virus must be active on your PC computer for proper protection and compliance. MAC/Apple users must install the latest software updates which are sent automatically to your computer. If you do not have the automatic MAC update function activated on your computer you must do so to be in compliance.

Spamming/ Unsolicited Bulk E-Mail. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail is spamming and is prohibited. Customer may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum, or are off-topic according to the charter or other owner-published FAQ or description of the group or list; send unsolicited mass e-mailings, send or forward chain letters; use of the service as a maildrop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. Our ISP partner(s) uses several spam reporting web sites including, but not limited to, SpamHaus and SORBS, and these web sites may change from time-to-time. Listing on one or more of these web sites, or any other spam reporting web site of the customers name including fictitious names (dba or aliases); one of customers employees in connection with the use of the customers service, or an alias of such employee(s).

CUSTOMERS shall not engage in mass mailings!

Definition of Mass Mailing. "Opt-in" Mailings are to more than 50 users by either SDWISP customers or their 3rd party partner to any group of end users. "Opt-in" means that end user has signed up for mailings voluntarily. "Opt-in" implies that the mailing is not SPAM and a recipient knowingly and willingly requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email. Reminder: SPAM is defined as "unsolicited bulk email that includes advertisements or solicitations, commercial or otherwise, regardless of content." Without exception, SDWISP prohibits the practice of mass-mailing unwanted e-mail solicitations of any type, regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased from a 3rd party and are represented as "opt in" clean lists are not exempt from this AUP and will be treated as SPAM.

Harvesting/Spidering/Spyware. The collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained from such means is not allowed.

Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The customer is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited.

Internet Relay Chat. SDWISP service may be used to participate in "chat" discussions. The service may not be used to perform chat "flooding." Any single computer or other device connected through the wireless network may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The service may not be used to access any chat server in violation of the acceptable use policy of that server.

Instant Messages. Users are responsible for the contents of their instant messages and the consequences of any instant messages. SDWISP assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

Consequences of Violation of Acceptable Use Policy. When SDWISP becomes aware of an alleged violation of its AUP, SDWISP and/or its' ISP partner(s) may initiate an investigation. For violations of this AUP, we may, suspend or terminate customers service, close customers account, and/or pursue other civil remedies. Although SDWISP has no obligation to monitor customers service provided and/or the network, SDWISP and its' partner(s) reserve the right to monitor bandwidth, usage, and content from time to time to operate our service; to identify violations of this AUP; and/or to protect the wireless network and SDWISP customers. If SDWISP believes this AUP has been violated, SDWISP or its' partner(s) may take any responsive actions, as they deem appropriate, without

prior notice. The failure of SDWISP or its' partner(s) to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

Transmission Speed SDWISP does not warranty that the service or equipment provided by SDWISP will perform at a particular speed of bandwidth or data throughput rate or will be uninterrupted. SDWISP will not be liable for the loss of data. Service speeds may vary with the number of users on the Wireless network. Management needs may require SDWISP to modify upstream and/or downstream speeds.

Resell or Redistribute of Services Customer will not resell or redistribute the service or otherwise make available to anyone outside the Service Agreement the ability to use the service (i.e. WiFi or other methods of networking). Customer agrees not to use the service for operation as an Internet Service provider (i.e. hosting a web site or email server).

Prohibited Services Any e-mail, Web hosting, file sharing, and proxy services and servers that perpetuate, or in any way participate, in any pyramid or other illegal soliciting scheme. **Anything that uses an ongoing, constant use of bandwidth** (such as home video surveillance, music and video file sharing programs) is prohibited.

Privacy SDWISP will not release any personally information regarding our customers, except upon presentation of (1) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (2) a civil investigative demand issued by a government entity, or (3) a court order. **SDWISP is a private wireless network and the location of our sites and specifics of our operations are proprietary. The sharing of this information with others is a violation of your agreement with SDWISP, and violates our agreements between relay sites.**

Warranties and Limitation of Liability. Customer acknowledges and agrees that the service supplied is provided on an "as is" or "as available" basis. The use of SDWISP technical support is at your own risk and is not warranted. SDWISP does not warrant or guarantee that service can be provided to your location indefinitely or without interruption. SDWISP makes no warranty regarding any transactions executed, using the service or the Internet. All limitations and disclaimers stated in this AUP also apply to SDWISP ISP partner(s) and its contractor(s). The quality of voice over IP (VOIP) services is not guaranteed on the SDWISP wireless network at this time.

Service Disruption. SDWISP does not guarantee uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD), SDWISP equipment malfunction or any natural disaster(s) (including weather). SDWISP does not guarantee any loss of service time, transmission errors, connectivity or quality of service.

This AUP is not intended to infringe on anyone's civil rights or freedom of speech but promote safe Internet protocols and maintain the Federal Communication Commission standards. SDWISP is a private community wireless network. We have the right to refuse service to anyone.

NOT reading this document and/or amendments does not limit your liability regarding your actions or the actions of end users, in regards to the use of the service and/or compliance with the AUP's, Terms and Conditions, or Service Agreement.

Under penalty of perjury, by the laws of California, I do swear that I have read, understand and agree to the terms and conditions of this AUP:

Customer's Printed Name

CUSTOMERS Signature

Date