

Valu-Net, LLC Acceptable Use Policy

By accessing the Internet through any facility owned or operated by Valu-Net, LLC, or any of its affiliates ("ValuNet"), a Subscriber, on or behalf of itself or any of its Users (as those terms are defined below), agrees to the terms of this Acceptable Use Policy agreement (the "Agreement"). Policies may be updated by Valu-Net, LLC from time to time as reflected on this webpage. Subscriber should review this webpage from time to time for policy updates.

1. Definitions. "Service" means access to the Internet (depending on the rate plan selected by the Subscriber). "Subscriber" means the individual, corporation, or legal entity that incurs usage charges for the Service and utilizes the Service for its own internal use. "User" means an individual within Subscriber's corporation or other legal entity who uses the Service and whose usage charges are incurred by Subscriber.

2. Acceptable Use of Internet Services. The Service may be used for World Wide Web browsing, sending, receiving and reading electronic mail, transferring files via the file transfer protocol or similar Internet protocol. At all times Subscriber shall be responsible for any use of the Service by its Users.

Valu-Net, LLC is under no obligation to monitor usage, bandwidth, transmissions and content of the Service or to notify Customer of excessive usage. Subscriber is solely responsible for monitoring its usage, bandwidth, transmissions and content periodically to (1) comply with all laws, regulations and government requests, (2) to operate the Service properly, and (3) to protect itself, its network and its Users.

3. Prohibited Activities. In connection with the use of the Service, Subscriber shall comply, and shall require its Users to comply, with the terms and conditions of this Agreement and with all applicable laws and regulations, including, without limitation, the Digital Millennium Copyright Act (DMCA).

a. Without limiting the generality of the foregoing, Subscriber and its Users shall not use the Service in a manner that interferes with or threatens to jeopardize Valu-Net, LLC's network or the use of the Service by any of Valu-Net, LLC's customers, and Subscriber shall not use the Service:

- i.** to make foul or profane expressions, or to impersonate another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person;
- ii.** to create or distribute chain letters or other types of Ponzi or pyramid schemes of any type;
- iii.** to send unsolicited mail messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of Subscriber or with whom Subscriber does not have an existing business relationship (spam); or distributing, advertising, web hosting or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;
- iv.** to transmit or upload material, information, messages, data or images that are libelous or defamatory, or that violate any privacy right, threaten physical harm or property damage, or that violate state, local or federal laws, including but not limited to, laws governing obscenity, pornography, intellectual property, or the transmission of copyrighted material or trade secrets unless possessing the appropriate and necessary rights to do so;
- v.** to cause or attempt to cause security breaches or disruptions of Internet communication or service. (Examples of security breaches include, but are not limited to, accessing data of which Subscriber is not an intended recipient, or logging in to a server or account that Subscriber is not expressly authorized to access. Examples of disruptions include, but are not limited to, port scans, ping floods, denial of service attacks, packet spoofing, and forged routing information); or
- vi.** to conduct or solicit the performance of any illegal activity or to conduct any other activity that infringes the rights of Valu-Net, LLC or any other party.

b. Subscriber and its Users shall not cause harm to the equipment, software, or processes used in connection with furnishing the Service, whether owned or operated by Valu-Net, LLC or other entities.

c. Upon any notice of alleged copyright infringement by a Subscriber, Valu-Net, LLC shall have the right to immediately remove the allegedly infringing content or temporarily disable the Subscriber's webpage and or assigned I.P address(s). Valu-Net, LLC will notify Subscriber if such action is taken. Reinstatement may occur upon receipt by Valu-Net, LLC's designated agent of a counter notice delivered in accordance with the copyright infringement provisions of the Digital Millennium Copyright Act. Repeat infringers' accounts will be terminated with no reinstatement:

4. Content. Valu-Net, LLC exercises no control over the content of the information passing through Valu-Net, LLC's network and accessed through the Service. Valu-Net, LLC has no duty to monitor, review, remove, or edit any material passing through or residing on its network or servers, although Valu-Net, LLC reserves the right to do so. Some sites contain information that Subscriber or its Users may consider obscene or harmful. Valu-Net, LLC shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. Subscriber is responsible for its own monitoring and viewing habits, and for those of its Users, including minors. Valu-Net, LLC makes no warranties of any kind, whether express or implied, about the content of the information passing through its network or accessed by the Subscriber or its Users through the Service. Use of any information obtained through the Service is at the sole risk of Subscriber and its Users. Valu-Net, LLC specifically disclaims any responsibility for the accuracy or quality of information obtained through the Service.

5. Equipment. Subscriber shall be responsible for the proper installation, operation, and maintenance of any equipment not supplied by Valu-Net, LLC that is used by Subscriber or its Users in connection with the Service and Subscriber shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable laws and regulations.

6. Violations of this Policy. If Valu-Net, LLC receives notice from a third party, or if Valu-Net, LLC reasonably believes that a Subscriber or any of its Users has violated any of the terms of this Agreement (including, without limitation, for failure to pay for the Service when due), then Valu-Net, LLC shall have the right, in its sole discretion, without prior notification to Subscriber or its Users, without limiting any other rights or remedies Valu-Net, LLC might have, and without incurring any obligation or liability to Subscriber or its Users, to temporarily discontinue furnishing Service to Subscriber or its Users, in whole or in part, or to terminate this Agreement. Valu-Net, LLC may charge a reconnect fee for any discontinued Service that is subsequently reconnected. Subscriber shall defend, indemnify and hold harmless Valu-Net, LLC, its officers, directors, agents and vendors, from and against any claims, damages, losses or expenses (including, without limitation, attorneys fees and costs) incurred in connection with all claims, suits, judgments and causes of actions for damages arising from any breach by Subscriber or its Users of any provision of this Agreement