

Zirkel Wireless' Acceptable Use Policy (AUP)

Read this AUP carefully before using our Internet Services.

1. INTRODUCTION

This Acceptable Use Policy "AUP" is intended to help enhance the use of the Internet by preventing unacceptable use. All "customers" of Zirkel Wireless' Internet services and those who access some of our Services but do not have accounts "Visitors" must comply with this AUP. Hereinafter, customers and visitors will be referred to as "members".

We support the free flow of information and ideas over the Internet. We do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Zirkel Wireless may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Zirkel Wireless account or other actions as detailed in Section 4. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF THE ZIRKEL WIRELESS ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law.
- b. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent activity. Using the Services 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," and "chain letters."

f. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous emails or nicknames does not constitute impersonation providing nicknames do not deceive or mislead.

g. Unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited.

h. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Zirkel Wireless or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third 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, and the unauthorized transmittal of copyrighted software.

j. Network disruptions and unfriendly activity. Using the Services for any activity, which adversely affects the ability of other people or systems to use Zirkel Wireless Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network to access the Zirkel Wireless network or other Zirkel Wireless Services.

k. Distributing, reselling or sharing the connection with someone other than members of your immediate household or business is strictly prohibited.

l. Any network activity that negatively affects the performance of the Zirkel Wireless Network. Continuous uploading can hinder our network operations. Disruptive network activity includes but is not limited to; file sharing, streaming video, viruses and web hosting. Zirkel Wireless retains the right to throttle a member's connection or discontinue service to any member that continually disrupts network activity.

3. REPORTING VIOLATIONS OF ZIRKEL WIRELESS' AUP

Zirkel Wireless request that anyone who believes that there is a violation of this AUP, direct the information to abuse@zirkelwireless.com

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation
- Any evidence of the alleged violation

4. ACTIONS FOR AUP VIOLATIONS

Any of the following actions may be taken if under the sole discretion of Zirkel Wireless, it is suspected or determined that a member is in violation of this AUP or the Internet Service Agreement.

- Issue written or verbal warnings
- Suspend the Member's account
- Throttle a Member's connection speed
- Temporarily discontinue services
- Terminate the Member's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action for violations and/or to collect damages, if any, caused.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

Zirkel Wireless reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

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