



SURF AIR WIRELESS ACCEPTABLE USE POLICY

Introduction

As a subscriber to the Service, as defined in Surf Air Wireless's Terms of Service, you are responsible not only for your own compliance with this Service but also for the compliance of any other individual with access to your Service account (friend, family member, relative, employee, etc.) You remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using your Service account. As such, you should take appropriate steps to limit access to your Service account and inform any authorized user of the terms of this policy. You are responsible for ensuring and maintaining security of your systems and the machines that connect to and use the Service, including implementation of necessary patches and operating system updates. You are also solely and fully responsible for the security of all user names and passwords provided by Surf Air Wireless to you and for any and all actions taken using them. **By using the Service, you agree to comply with this Acceptable Use Policy (AUP). Surf Air Wireless reserves the right to change or modify the terms of this AUP at any time, effective when posted on Surf Air Wireless's web site at www.surfairwireless.com. Your use of the Service after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.**

Prohibited Uses and Activities:

In general Surf Air Wireless prohibits or restricts uses of the Service that are illegal, impact our ability to serve our customers, infringe the rights of others, constitute a security risk, or may damage Surf Air Wireless Equipment, as defined in Surf Air Wireless's Terms of Service, or our or others' network. Such activities include but are not limited to using the service or the equipment to:

Conduct and Information Restrictions. You may not use the Service or the Equipment to:

1. Undertake or accomplish any act that is illegal under local, state or federal law or encourages the violation of such laws by others;
2. Violate, infringe or misappropriate the copyright or proprietary or privacy rights of Surf Air Wireless or others via transmission, re- transmission, post, upload, copying, distribution, or other such activity involving protected materials;
3. Violate the CAN-SPAM Act of 2003, or otherwise transmit or re-transmit or allow others to transmit or re-transmit spam/ bulk mail / volumes of files that disrupt servers or collection of responses thereto, or engage in Usenet abuse, including failing to prevent others from using the Service to conduct such activity;

4. Initiate, perpetuate, or facilitate any illegal scheme;
5. Participate in the collection of personal data (without prior knowledge or approval of individuals involved) including emails, screen names, or other identifiers, or the use of software (commonly called spyware) which facilitates such activity;
6. Falsify, remove or alter message headers and/or falsify references to the Surf Air Wireless network, name or other identifiers;
7. Impersonate others or secretly or deceptively obtain personal information of third parties (phishing, etc.), including false use of screen names, emails or other identifier online;
8. Participate or facilitate any activity which brings harm to minors or that a reasonable person would expect to bring harm to minors;
9. Transmit or re-transmit, host, or post content or material that harasses, or threatens the health or safety of others, or is determined by Surf Air Wireless to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others;
10. Interfere with, gain unauthorized access to, or otherwise violate the security of Surf Air Wireless's (or another party's) server, network, network access, computer or control devices, software or data, or other system, or to attempt to do any of the foregoing; or,
11. Violate the Terms of Service or Use, policies, or regulations of other networks or services you access using the service.

Technical Restrictions. You may not use the Service or the Equipment to:

1. Access other person's computer, network, or other computing device without the prior permission of that person;
2. Engage in unauthorized port scanning;
3. Use tools, software, techniques for accessing other networks, software, accounts or information without prior permission of the owner;
4. Distribute or use illegal software or programs that make unauthorized changes to software or compromise security, including but not limited to SNMP tools, cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations); or,
5. Service, alter, or modify any Surf Air Wireless equipment.

Network and Usage Restrictions. You may not:

1. Use the Service for operation of an internet service provider (ISP) or any reselling of the Service;
2. Use the Service to restrict, limit, or impede any other customer's use of Service (regardless of intent);
3. Cause performance degradation on the Service or for any Surf Air Wireless supplier;
4. Use manual or automated means to avoid any use limitations placed on the Service;
5. Knowingly upload or distribute files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking; or,

6. Interfere with the computer networking or telecommunications service to any other user with or without intent to cause such interference. (DoS, crashing hosts etc.)

Violation of the Acceptable Use Policy

Violation of this Policy may result in the immediate suspension or termination of your service, with or without notice. If a violation of this policy appears to be in violation of law or creates a negative impact on the operation of the network, termination or suspension may occur without previous notice to you.

Surf Air Wireless has no obligation, but may at any time monitor bandwidth, usage and content in response to alleged violations or in order to enforce this policy. However, Surf Air Wireless may monitor content or its Service as necessary to comply with applicable laws, regulations or other governmental or judicial requests, or to protect the Surf Air Wireless network and its customers. You expressly authorize Surf Air Wireless to cooperate with law enforcement authorities and/or system administrators of other internet service providers to enforce this policy.

Surf Air Wireless will make reasonable efforts to provide you with notice (but may not provide notice) of violations of this AUP before termination or suspension of service.

Surf Air Wireless reserves the right, however, to act immediately and without notice to suspend or terminate affected Service in response to a court order or government notice that certain conduct must be stopped or when Surf Air Wireless reasonably determines, that the conduct may: (1) expose Surf Air Wireless to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of Surf Air Wireless's network or networks with which Surf Air Wireless is interconnected, (3) interfere with another Surf Air Wireless customer's use of Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to Surf Air Wireless or Surf Air Wireless's customers.

Surf Air Wireless in its sole discretion may determine if any behavior is a violation of this AUP and may take appropriate action including termination of service and deleting related files on any Surf Air Wireless servers.

Any failure by Surf Air Wireless to enforce this policy, for whatever reason, shall not be construed as waiver of any rights to do so at any time. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this AUP. You agree that if any portion of this policy is held as invalid or unenforceable, that the remaining portions of the policy will remain in full force and effect. You agree to indemnify Surf Air Wireless against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Surf Air Wireless may assign its rights and duties under these terms to any party at any time without notice to you.