

Acceptable User Policy (AUP)

Butterfield Wireless has adopted this Acceptable Use Policy (AUP) in order to provide its customers with the highest level of service. This policy outlines acceptable use of the service and is in addition to any other agreements in effect for the services.

Use:

Residential service is designed for personal and family use (residential use only) within a single household. Subscriber agrees that only Subscriber and Subscriber's authorized guests in the same household will use the Service. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or an authorized or unauthorized third-party. Subscriber will not use, or enable others to use, the Service to operate any type of business or commercial enterprise. Residential subscribers may not run any type of server including but not limited to, Web hosting server, DNS servers, mail servers, ftp servers, game servers, or P2P servers.

Business service is designed solely for use in subscriber's business. Subscriber is responsible for any misuse of the Service that occurs through subscriber's account, whether by an employee of the Customer's business or an authorized or unauthorized third-party. Subscriber is responsible for any and all content and usage associated with the subscriber's account. Subscriber must take steps to ensure that others do not gain unauthorized access to the Service. Subscriber is solely responsible for the security of: (i) any device subscriber chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point of the Service.

Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service.

Butterfield Wireless reserves the right at its sole discretion to immediately suspend, terminate, restrict use of the Service, or reclassify service to a higher grade without notice if such use violates the AUP or the Terms of Service, is objectionable or unlawful, or interferes with Butterfield Wireless's systems, or Internet Network, the Internet, or others' use of the Service.

Prohibited Activities Using the System, Network, and Service:

Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in termination of service, or criminal and civil liability.

Share files via Peer to Peer (P2P) networks. This includes, but is not limited to, eMule, eDonkey, Kazaa, BitTorrent, Gnutella, and PeerCast. The transfer of any copyrighted materials will result in immediate termination.

Transmit or receive amounts of data exceeding what is typically considered reasonable for the Service, regardless of intent, purpose, or knowledge. Excessive data transfer will result in restricted bandwidth.

Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting, or transmitting any

information or software which contains a worm, virus, malware, or other harmful feature, or generating levels of traffic sufficient to impede other' ability to send or retrieve information.

Resell the Service or otherwise make available to anyone outside the premises the ability to use the Service.

Transmit bulk messages, commercial messages, or "spam". This includes, but is not limited to solicited or unsolicited advertising, promotional materials or other solicitation material, bulk emailing of commercial advertising, information announcements, charity requests, and petition for signatures.