

BITWISE ACCEPTABLE USE POLICY

1. USE

The Service is designed for personal and family use (residential use only) within a single household. Customer agrees that only Customer and co-residents living in the same household will use the Service. The term "single household" means Customer's home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The Service is being provided solely for residential use in Customer's household and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves Bitwise of any affirmative obligations it may have, and is in violation of this Policy and the Bitwise Internet Residential Customer Agreement. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by a member of Customer's household or an authorized or unauthorized third-party. Customer may set up one (1) web page per service account for personal use of the Service, but Customer may not establish a web page using a server located at Customer's home. Customer will not use, or allow others to use, Customer's home computer as a web server, FTP server, file server or game server or to run any other server applications or to provide network or host services to others via Bitwise's network. Customer will not use, or allow others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Customer will not advertise that the Service is available for use by third parties or unauthorized users. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology. Bitwise reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate the Service for failure to comply with any portion of this provision or this Policy, without prior notice. Bitwise owns any and all e-mail addresses associated with the Service, and reserves the right to reclaim any such e-mail address at any time and for any reason. Any violation of this Policy may lead to prosecution under state and/or federal law.

2. NO ILLEGAL OR FRAUDULENT USE

Customer will not use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including, but not limited to, the Children's Online Privacy Protection Act, posting or transmitting child pornography or obscene material, gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U.S. export control laws. Customer will not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including, but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters that request money or other items of value.

3. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Customer will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Customer must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Customer represents and warrants that Customer is the author and copyright owner and/or authorized licensee with respect to any hosted content and Customer further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. Bitwise assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Bitwise is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Bitwise if they believe that a Bitwise customer has infringed the copyright owner's work(s). If Bitwise receives a notice from a copyright owner alleging any Customer has committed copyright infringement, Bitwise will notify the Customer of the alleged infringement. Bitwise may determine that Customer is a repeat copyright infringer if Bitwise learns that Customer has engaged in online copyright infringement on more than one occasion. Bitwise reserves the right to suspend or terminate the accounts of repeat copyright infringers.

4. NO THREATS, HARASSMENT OR TORTIOUS CONDUCT

Customer will not use, or allow others to use, the Service to post or transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, libels, defames, slanders, or otherwise constitutes tortious conduct.

5. NO HARM TO MINORS

Customer will not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials involving minors.

6. NO "SPAMMING"

Customer will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). Bitwise reserves the right, in Bitwise's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. Customer may not, or allow others to, reference Bitwise or the Bitwise network in any email in an attempt to mislead the recipient.

7. NO "HACKING"

Customer will not use, or allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material. Customer will not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, Customer will not participate in, or allow others to participate in, the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including "adware" or "spyware") designed to facilitate this activity.

8. NO SYSTEM DISRUPTION

Customer will not use, or allow others to use, the Service to disrupt Bitwise's network or computer equipment owned by Bitwise or other Bitwise customers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers (as determined in Bitwise's reasonable discretion) for the package or tier of service to which Customer subscribes or modifying or altering in any manner any modem or modem configuration so as to allow its use beyond the parameters outlined by the specific level of service to which Customer subscribes. Any static or dynamic IP address must be specifically authorized and provisioned by Bitwise. Altering any IP address provisioned by Bitwise or otherwise cloning another user's IP address is prohibited. Customer also agrees that Customer will not use, or allow others to use, the Service to disrupt other Internet Service Providers ("ISPs") or services, including, but not limited to, e-mail bombing or the use of mass mailing programs. Customer may not use bandwidth in excess of that associated with the package or tier of service to which Customer subscribes.

In addition, Customer will not, or allow others to, alter, modify, service, or tamper with the Bitwise Equipment or Service or permit any other person to do the same who is not authorized by Bitwise.

9. SECURITY

Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Bitwise recommends that Customer take appropriate security precautions for any systems connected to the Service. Customer is responsible for securing any wireless ("WiFi") networks connected to the Service. Any wireless network installed by Customer or a Bitwise representative that is unsecured or "open" and connected to the Bitwise network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in Section 1 above.

10. NO IMPERSONATION OR FORGERY

Customer will not, or allow others to, impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an e-mail address that has the effect of being misleading. Customer will not, or allow others to, forge, alter, or remove any message header of any electronic transmission, originating or passing through the Service. Customer will not, or allow others to, forge anyone else's digital or manual signature.

11. NO ABUSE OF NEWSGROUPS

Customer will not, or allow others to, post a similar item to more than six (6) newsgroups or mailing lists. Customer will not, or allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender. Customer will not, or allow others to, post messages that do not comply with or are not permitted by or otherwise violate the newsgroup's terms of use, written Bitwises, FAQ or similar instructions or guidelines. Customer will also not circumvent the approval process for posting to a moderated newsgroup and will not "flood," "newsbomb" or otherwise disrupt users of newsgroups by posting a large number of messages to a newsgroup with the intent to hinder normal discussion, cancel messages of others (except as an authorized moderator), send excessive quantities of data to a newsgroup, post binary files to newsgroups that do not expressly permit them or download any newsgroup in bulk unless expressly permitted.

12. USE OF CHAT ROOMS AND SIMILAR INTERACTIVE PROGRAMS

Customer will not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that Customer or a person using Customer's service has been banned from using. Customer will not, nor allow others to, violate the acceptable use policy of the server or Chat Room. In addition, Customer will not, or allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as "bots" or "clones" to participate in Chat Rooms unless Customer is physically present at Customer's computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that Customer is not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide Customer's identity.

13. NETWORK MANAGEMENT

Bitwise manages its network to deliver the best possible service to all of our customers. This is necessary because high-speed bandwidth and network resources are not unlimited. Additionally, if we did not manage our network, our customers would be subject to the negative effects of "spam," viruses, security attacks, network congestion, and other risks and degradations of service. To address these risks, Bitwise uses reasonable network management practices with the goal of relieving network congestion and ensuring that all customers have the opportunity to use the Service with the best available results. Bitwise uses tools that it considers to be the least disruptive to the customer experience.

In the case of significantly high bandwidth usage causing congestion (regardless of the usage type or format), Bitwise may temporarily reduce the available bandwidth to those customers identified as using such high amounts of bandwidth as necessary to reduce bandwidth congestion. This may cause high bandwidth users to temporarily experience slower Service speeds, but specific network traffic is not targeted for restriction during these times. While Bitwise does not guarantee that the network will never experience disruptions, we believe our network management techniques are among the best available for assuring a good customer experience. Of course, Bitwise's network management practices will change and evolve, along with the uses of the Internet and the challenges and threats on the Internet.

14. NO EXCESSIVE USE OF BANDWIDTH

The Service is for residential use and only within limits that Bitwise considers reasonable for the service level to which Customer subscribes. Residential service usage for Customers subscribing to the Lite or Express packages should not exceed 100 Gigabytes ("GB") of data per month. Usage for Customers subscribing to the Plus or Max packages should not exceed 250 GB of data per month and usage for Customers subscribing to the Ultra100 package should not exceed 500 GB of data per month. Bitwise reserves the right to revise or implement additional usage limits at any time.

It is a violation of this Policy to use the Service in excess of these limits. In these cases, Bitwise may, in its sole discretion, notify Customer of excessive use and (i) request Customer to employ corrective or self-limiting actions to comply with this provision; (ii) suspend or terminate Customer's Service account; or (iii) request that Customer subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) for use at higher data consumption levels that align with Customer's usage patterns. Bitwise's determination of the data consumption for Service accounts is final.

15. NO "VIRUSES"

Customer will not use, or allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses," denial of service attacks or other harmful software programs or information containing any lock, key, bomb, worm, cancelbot, or other harmful feature. Customer will use standard practices to prevent the transmission of such viruses, or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files and data.

16. RIGHT TO MONITOR

Neither Bitwise nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmission as well as materials available on the personal web pages and online storage features) made on the Service. However, Bitwise and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy, including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

17. OTHER SERVICE PROVIDERS' ACCEPTABLE USE POLICIES

Bitwise obtains services from and relies upon many other entities to provide the Service to Customer. Where Customer accesses services of other entities through the Service, Customer agrees to and shall abide by the publicized acceptable use policies of such other known entities.