

The Acceptable Use Policy ("the Policy") governs use of the Summit Digital Holdings, Inc. High Speed Internet Service ("the Service"). All subscribers to the Service are required to comply with this Acceptable Use Policy. Failure to comply with the Policy is grounds for termination of the Subscription and Service Agreement.

The Acceptable Use Policy is subject to revision from time to time. Subscribers should review the Policy periodically to ensure continuing compliance. The current version of the Policy is posted on the Summit Digital website at "<http://www.summitdigital.net>". Questions about the Policy may be discussed with a Summit Digital Customer Service Representative at (888) 600-5040. Questions may also be forwarded via email to [info@summitdigital.net](mailto:info@summitdigital.net). Concerns about possible violations may be reported to us in the same manner.

The Service enables residential and commercial subscribers to enjoy the benefits of a high-speed, high-quality connection to the Internet.

Many other subscribers share the resources of the Service. The Service provides access to the Internet which is used by millions of other users. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. However, as with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations, and responsibilities each user has to ensure that all users are able to use the Service and Internet as they wish without disruption, interference, or other negative consequences..

Use of the Service is subject to the following rules and guidelines. Each subscriber to the Service is responsible for ensuring that the use of the Service complies with this Acceptable Use Policy.

**ANY SUBSCRIBER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE SUMMIT DIGITAL CUSTOMER SERVICE GROUP SO THAT THE SUBSCRIBER'S ACCOUNT MAY BE CLOSED.**

### Prohibited Activities

Prohibited activities include, but are not limited to:

- 1 Posting or disseminating material or information which is unlawful (such as child pornography or obscene material);
- 2 Posting or disseminating material or information which is threatening, abusive, or profane;
- 3 Intentional transmission of any file or material which contains a virus, worm, or other harmful component;
- 4 Intentional interference with use of the Service or the Internet by another;
- 5 Gaining unauthorized access to any site, file, material, information, or equipment;
- 6 Using the Service in any way which violates a copyright or the intellectual property rights of others;
- 7 Using the Service in connection with pyramid or other illegal soliciting schemes;
- 8 Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, or wrongfully acquiring goods or services;
- 9 Using the Service to engage in activity which is a violation of any law or regulation.

Attempts to engage in prohibited activities will also be treated as violations of this Policy.

Subscribers are responsible for any misuse of the Service, even if the misuse was committed by a spouse, child, family member, friend, guest, employee, agent, or customer with access to the subscriber's account. Accordingly, subscribers must take steps to prevent unauthorized access to the Service.

The Service may not be used to breach the security of another user or in any effort to gain unauthorized access to any other person's computer, software or data. "Hacking" is prohibited. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the subscriber, logging on to or using a server or account without authorization, or probing the security of other networks. Use or distribution of tools designed for defeating security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

Any attempt to disrupt any portion of the Service is a violation of the Policy. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is also a violation.

### Security

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. In particular, Summit Digital recommends against enabling file or printer sharing while connected to the Internet. At a minimum, any files or services a subscriber elects to make available for remote access via the Internet should be password protected. Strong security protection is recommended.

Some content available on the Internet may be offensive to some individuals, or may violate the law.

Material which may be considered to be highly offensive or pornographic is widely available on the Internet. The technology is available to deliver these materials to individual computers without request. The technology is also available to make it difficult to exit a website without being forwarded to additional, related sites. Subscribers should be aware that even inadvertent contact with certain websites could result in the automatic downloading of files containing objectionable materials. Such files may remain on the personal computer after the connection is terminated.

Subscribers assume all responsibility and risk associated with accessing content on the Internet. Summit Digital has no responsibility or liability for any content contained on the Internet. Parents may want to use a program which restricts access to offensive material on the Internet. No such program is 100% effective and Summit Digital is not responsible for the effectiveness or operation of such programs. Questions about the operation or effectiveness of such programs should be referred to the software publisher. Content questions or complaints should be addressed to the content provider.

Subscribers are solely responsible for any information which they publish on the web or through other Internet services. It is the subscriber's responsibility to ensure that only intended recipients receive the content. For example, subscribers must take appropriate precautions to prevent minors from receiving inappropriate content. Summit Digital reserves the right to remove or to refuse to post any information or materials deemed to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. By reserving the right to remove or to refuse to post such information, Summit Digital is not undertaking any obligation to do so and has no liability for failing to do so.

Summit Digital has no obligation to monitor transmissions made or received via the Service. However, Summit Digital has the right to monitor such transmissions from time to time and to disclose the same in accordance with the Subscription and Service Agreement.

Each subscriber is required to ensure that all content transmitted, published, or distributed via the Service

is in compliance with this Policy. Each subscriber assumes all responsibility for the results of the transmission, publication, or distribution of any content via the Service. Summit Digital is not responsible for, and has no liability for, any claims arising from the reproduction, publication, distribution, or display of such content through the Service.

### Use of Electronic Mail

Forging, altering or removing electronic mail headers is prohibited. No reference to Summit Digital may be included (e.g. by including "Organization: Summit Digital" in the header or by listing an IP address that belongs to Summit Digital) in any unsolicited email even if the email is not sent through the Service.

"Mail bombing" (e.g. sending a number of copies of the same or similar message) is prohibited as is the sending of very large files or messages with the intent to cause any disruption.

The service may not be used to send or receive chain letters, even if the recipients consent to receipt of the chain letter.

Summit Digital is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will either be returned to sender, ignored, or deleted, at Summit Digital's sole discretion.

### Spam

SPAM is defined as any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Summit Digital's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

SPAM poses significant problems for Summit Digital's IP network, and significant aggravation and inconvenience for Summit Digital's customers.

It shall be the policy of Summit Digital Holdings, Inc. relative to its various Internet access products, that SPAM will be neither supported nor condoned from its network. Any Summit Digital customer (network user) who is found to either be:

- (1) originating SPAM from within the Summit Digital network, or
- (2) providing secondary support services (including but not limited to payment processing, order fulfillment, hosting web site associated with any SPAM, etc.) from the Summit Digital network in support of SPAM originating from elsewhere

Subscriber will receive a warning upon a first offense that such activity is not allowed over the Summit Digital network and will not be tolerated. Any subsequent infraction is grounds for termination of all Internet access service from/through the Summit Digital network.

### Posting to Newsgroups

When posting any message to a newsgroup, subscribers are responsible for compliance with the policies of the newsgroup. Many newsgroups prohibit the posting of advertisements, solicitations, other commercial messages, large or binary files, and other material.

Subscribers may not attempt to circumvent the approval process for posting to a newsgroup. Posting the same or similar message to more than 9 newsgroups is prohibited. Flooding or otherwise disrupting a newsgroup is prohibited. Disruption is defined as intentionally interfering with the normal exchange of messages or information in the group. Non-interactive clients which download Usenet articles in bulk are

prohibited.

Summit Digital reserves the right to discontinue access to any newsgroup at any time for any reason.

### Use of Internet Relay Chat (IRC)

The Service may be used to participate in "chat" discussions. Summit Digital does not normally monitor chat discussions and is not liable for any communications made via Internet chat.

The Service may not be used to access a chat server in any manner which is a violation of the Acceptable Use Policy of that server. The Service may not be used to manipulate a chat server to harass or disconnect other Internet users, or to gain unauthorized privileges.

Forging, altering, or obscuring identity (other than using a nickname from which Summit Digital could, if The Service may not be used to send additional chat messages to an Internet user who has indicated a desire to not receive such messages. Sending messages which disrupt another Internet user's equipment, including software, hardware, or user display, is a violation of this Policy.

Flooding of chat discussions is prohibited. No more than two simultaneous chat connections may be maintained at one time. Automated programs such as "bots" or "clones" may not be used when the account holder is not physically present at the device.

### Limitations on Bandwidth, Data Storage and Other Service Parameters

The Service dynamically allocates most of its IP addresses. Any individual assignment may change frequently, which should have no adverse impact on typical use of the Service. However, this may result in the Subscriber being unable to predict what IP address will be assigned for their use.

Summit Digital may establish additional appropriate limitations on bandwidth, data storage, or other aspects of the Service. Subscribers must comply with all such limitations prescribed by Summit Digital.

Summit Digital uses reasonable network management techniques to improve overall network performance and reserves the right to employ additional techniques as necessary or desirable. Some applications, including certain peer-to-peer applications, can consume inordinately high amounts of bandwidth on the network and degrade network performance. Summit Digital's current network management techniques include:

**Speed Caps** - limiting the speeds that a modem can transmit or receive data. Summit Digital may lower the transmission rate or reception rate of high bandwidth users during times of high network demand. This may slow the transmission or reception rate for affected modems.

**Connection Limits** – limiting the number of simultaneous connections for any modem during an online session. With a typical user having a dozen or so simultaneous connections for routine use, this limit provides a means of identifying and hopefully thwarting malicious attempts to harm the network or other users. This limit is currently set well above the number of connections used by typical user in a session.

**Application-based Rate Limiting**– limiting transmission speed of certain high bandwidth applications. Some applications, typically peer-to-peer applications, can consume large amounts of bandwidth, often without the knowledge of the user/customer. By limiting the portion of the network capacity available for these applications during periods of high traffic, Summit Digital is able to improve the overall performance of the network for all users. Transmission of traffic subject to this technique may be slower during periods of high network usage.

Summit Digital routinely monitors its network and traffic patterns and makes changes as it deems necessary to manage and improve overall network performance.

By subscribing to the Service, you agree that your use of the Service is subject to Summit Digital's network management practices.

Subscribers must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor place an unusually large burden on the Service itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Summit Digital's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Subscribers may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of Summit Digital. Subscribers may not provide Internet access to others through a dial-up connection, or host shell accounts over the Internet, or provide email or news services, or send a news feed.

Summit Digital Residential Service may be used only for personal use of the Internet. Residential subscribers may not use the Service for commercial purposes. Personal web pages cannot be used for commercial or business solicitations.

No residential subscriber may run a server in connection with the Summit Digital Service without specific written authorization from Summit Digital. Examples of prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

#### Violation of the Acceptable Use Policy

Although Summit Digital has no obligation to monitor the Service or the Internet, Summit Digital reserves the right to monitor bandwidth, usage, and content as required to operate and monitor the Service; to identify violations of this Policy; and to protect the Service and Summit Digital subscribers. Except as necessary to manage the network, Summit Digital does not routinely monitor the Service for violation of this Policy. Summit Digital will respond appropriately if made aware of inappropriate use of the Service.

In the event of a suspected violation of this Policy, Summit Digital may take any responsive action it deems appropriate. Remedial actions may include, without limitation, removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, or immediate suspension or termination of the Service. Summit Digital has no liability for any such responsive actions.

The above actions are not Summit Digital's exclusive remedies and Summit Digital may take any other legal or technical action it deems appropriate. Summit Digital reserves the right to investigate suspected violations of this Policy. Such investigation may include gathering information from the user or users involved and from the complaining party, if any; and examining material on Summit Digital's servers and network. During an investigation, Summit Digital may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

Summit Digital will cooperate fully with law enforcement authorities in the investigation of suspected criminal violations. Such cooperation may include Summit Digital providing the username, IP address, or other identifying information about a subscriber. Summit Digital may also cooperate with other Internet Service Providers, common telecommunications carriers, or other network or computing facilities in order to enforce this Policy.

Upon termination of an account for any reason, Summit Digital is authorized to delete any files, programs,

data and email messages associated with the account.

The failure of Summit Digital to take any action under this Policy in one instance shall not be construed as a reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the Summit Digital system, or to Summit Digital's business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.

This Acceptable Use Policy may be revised by Summit Digital at any time.  
Subscribers should review the Policy periodically to ensure compliance.