A. INTRODUCTION

The following Acceptable Use Policy ("AUP") sets forth the principles, guidelines and requirements that govern the use of the Internet services (the "Service") provided by Computer Office Solutions Inc. ("SnappyDSL")

This AUP, together with the SnappyDSL Internet Service Agreement and the service Order Form comprise the entire agreement between you, the SUBSCRIBER ("SUBSCRIBER"), and SnappyDSL, and supersedes any prior or previous agreements between you, the SUBSCRIBER, and SnappyDSL, with respect to the subject matter of this Agreement for Internet services; provided, however, that you, the SUBSCRIBER, shall be subject to any additional terms and conditions of which SnappyDSL notifies you from time to time and that may apply when you, the SUBSCRIBER, are using any third- party content, software, or services of any kind or nature.

SUBSCRIBER may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly elected Officer of SnappyDSL. SnappyDSL serves a variety of subscribers and cannot negotiate separate Internet service agreements with each of its subscribers. SnappyDSL is able to offer competitive pricing and billing by using standard service contracts for all of its subscribers.

SnappyDSL reserves the right to, and may, revise this Agreement at any time, and such revisions shall become automatically effective upon posting the revised Agreement for public viewing at: www.snappydsl.net. The revisions to the Agreement shall include notice of the date of posting the most recent revision to the Agreement. SUBSCRIBER agrees to read the revisions to this Agreement periodically— and preferably, at least once every thirty (30) days — to become aware of such revisions to this Agreement.

SUBSCRIBER's continued use of the Internet service shall be conclusively deemed SUBSCRIBER's assent to the additional terms and conditions made part of this Agreement by such revisions. If any such revised or additional terms and conditions are unacceptable to you, the SUBSCRIBER, or if you, the SUBSCRIBER, do not agree to and do not wish to be legally bound such revised or additional terms and conditions, you may terminate the Service as provided in the Internet Service Agreement.

B. RESTRICTIONS ON CONDUCT AND COMMUNICATIONS

SUBSCRIBER may not:

(1) Restrict or inhibit any other subscriber from using and enjoying SnappyDSL's service or the Internet;

(2) Upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that is:

- unlawful,
- harmful,
- harassing,
- threatening,
- abusive,
- hateful,
- libelous,
- defamatory,
- obscene,
- pornographic,
- profane,
- vulgar,
- indecent,
- sexually explicit,
- intended to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics as may be defined by applicable civil rights laws, or
- otherwise objectionable to SnappyDSL.

Said prohibited communications include, but are not limited to, otherwise objectionable information of any kind, any transmissions constituting, encouraging, soliciting, or aiding or abetting any conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation theU.S. export control laws and regulations;

(3) Upload, post, mail, display, or otherwise transmit in any manner any content, communication, information, or software that contains a virus, cancelbot, trojan horse, logic bomb, worm or other harmful component;

(4) Upload, post, mail, publish, transmit, reproduce, distribute, or in any way exploit any information, software, or other material obtained through SnappyDSL's Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

(5) Upload, post, mail, publish, transmit, reproduce, or distribute in any way, information,

software, or other material that is protected by copyright, patent, trademark, service mark, trade secret or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright or patent owner or rightholder;

(6) Upload, post, mail, publish, transmit, reproduce, or distribute in any way any component of the Service itself or derivative works with respect thereto;

(7) Send unsolicited advertising or promotional materials to other SnappyDSL subscribers or Internet users;

(8) Run or allow any other person to run Maillist, LISTSERV or any form of auto-responds from SUBSCRIBER's account;

(9) Run or activate processes while SUBSCRIBER is not logged in to SnappyDSL's Service;

(10) Violate the security of any computer network, or crack passwords or security encryption codes;

(11) Transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity;

(12) Defeat, circumvent, or attempt to defeat or circumvent any idle timer or system tool intended to enforce the part-time and personal nature of SUBSCRIBER's access to the Service, including, but not limited to, any automated methods of avoiding timing disconnection;

(13) Impersonate any person living or dead, organization, business, or other entity, or use any name or communicate under any false name that SUBSCRIBER is not authorized to use;

(14) Post or transmit sexually explicit images or other content that is deemed by SnappyDSL to be offensive;

(15) Post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable content;

(16) Solicit other subscribers to become customers of other competitive information services;

(17) Use SnappyDSL's Service to attempt to transfer any files not specifically permitted, or access FTP hosts that do not permit anonymous transfers (unless the transfer is to or from an account SUBSCRIBER is authorized to access on the remote host);

(18) Violate any of the rules, regulations and policies of those networks and computer systems accessed via SUBSCRIBER's account;

(19) Send, forward, or otherwise distribute any chain letters via electronic mail, downloading, or other means available for file transmission on SnappyDSL's Service;

(20) Solicit or conduct any commerce or business in any Internet newsgroups, mailing lists, or chat facilities, without the express prior consent of the owner, moderator, or director of such newsgroups, mailing lists, and chat facilities;

(21) Knowingly post or communicate any information to any forum on the Internet that is inappropriate to that communication forum; or

(22) Engage in any "spamming" or "mail bombing" of any e-mail address, Web site, newsgroup, mailing list, or chat facility, for any reason.

C. NO MULTIPLE ACCOUNTS WITHOUT PRIOR PERMISSION

(1) Unless SUBSCRIBER obtains prior written permission from SnappyDSL, SUBSCRIBER shall not register for, apply for, or otherwise obtain multiple accounts or means of accessing SnappyDSL's Service. SUBSCRIBER agrees that if SUBSCRIBER registers for, applies for, or otherwise obtains multiple accounts of means of accessing SnappyDSL's Service without obtaining prior written permission from SnappyDSL, SnappyDSL may immediately terminate all of SUBSCRIBER's accounts.

(2) Once SUBSCRIBER's account with SnappyDSL or SUBSCRIBER's access to SnappyDSL's Service has been terminated, for any reason, SUBSCRIBER shall pay in full any delinquent, past due, or unpaid accounts and shall resolve all issues in dispute with SnappyDSL before SUBSCRIBER may register for, apply for, or otherwise obtain a new account to use SnappyDSL's Service.

D. INCREASING NETWORK USAGE AND TRAFFIC

SUBSCRIBER agrees not to attempt to cause traffic levels to SnappyDSL's Service or other networks to rise without reason or for malicious purpose, including, but not limited to, transmitting large files to people for malicious purposes, "mailbombing," transmissions intended to raise the cost of another network provider's access through excessive traffic

levels, or repeatedly sending the same content to another person for the purpose of harassment.

E. NO SPAMMING

(1) Definitions

(a) "Recipient" means any entity capable of receiving an electronic communication on the Internet, including, but not limited to, computers, machines, electronic mailboxes, mailing lists, newsgroups, electronic bulletin boards, World Wide Web pages and sites, file servers, communications servers, mail servers, FTP hosts, telnet hosts, chat facilities, any resource accessible via the Internet, or the person or group of persons using those electronic services.

(b) "Implied consent" means the consent to send an electronic message that a reasonable recipient of such a message would, under all the relevant circumstances of the communication, ordinarily give to the sender of the message. Determinations of reasonableness and "implied consent" shall be at SnappyDSL's sole discretion.

(c) "Spamming" means

i) Sending one electronic message once or repeatedly to any recipient without that recipient's express or implied consent;

ii) Sending multiple electronic messages once or repeatedly to any recipient without that recipient's express or implied consent;

iii) Sending one electronic message once or repeatedly to any group of recipients without the express or implied consent of each of the recipients in that group;

iv) Sending multiple electronic messages once or repeatedly to any recipient without that recipient's express or implied consent;

v) Sending any electronic message to any recipient, whether once or repeatedly, when the primary purpose of the message is to harass, bother, annoy, disturb, distract, offend, embarrass, threaten, coerce, or cause distress, unwanted attention or discomfort to the recipient, for any reason whatsoever, regardless of the recipient's express or implied consent; or

vi) Sending to any recipient or group of recipients without the express consent of the recipient

or of each of the recipients in that group, any electronic message that solicits participation in any of the following:

- Chain letters,
- Multilevel marketing opportunities,
- Franchises,
- Business opportunity ventures,
- Investments,
- Pyramid schemes, or
- Charitable donations.

vii) Sending any electronic message to any recipient, whether once or repeatedly, when the primary purpose of the message is to cause excessive use of the computers or telecommunications equipment of the recipient, of SnappyDSL, or of any third person or network.

(2) Spamming Prohibited.

SUBSCRIBER agrees that SUBSCRIBER shall not engage in any spamming at any time.

(3) SnappyDSL's Right to Block Mass Solicitations.

To provide a high quality and efficient Service to all subscribers, SnappyDSL reserves the right to block or filter mass solicitations on or through SnappyDSL's service that constitute "spamming" as defined in this Agreement, regardless of the source or origin of such mass solicitations.

F. NO MAINTAINING ONLINE MAILING LISTS

SUBSCRIBER shall not maintain any online mailing lists, whether manual or automatic, moderated or unmoderated, to send electronic mail to more than ten *[10]* persons without the prior express written permission of SnappyDSL.

G. NO ATTEMPTING TO CIRCUMVENT OR BYPASS SYSTEM SECURITY MEASURES

(1) SUBSCRIBER agrees to remain signed into the network only when actually making use of same, and to disconnect when idle for significant periods of time (more than 10 minutes).

SUBSCRIBER authorizes SnappyDSL to enforce this restriction by appropriate software and network measures, automated or manual.

(2) SUBSCRIBER agrees not to obstruct the systems identification procedures or to forge communications of any form. Anonymous services may be used provided that SUBSCRIBER complies with this all the terms and conditions of this Agreement and any agreement required by the anonymous service.

(3) SUBSCRIBER agrees not to attempt to cause, or actually cause, any disruption of service on SnappyDSL's Service or any other network or subscriber, including but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet.

(4) SUBSCRIBER agrees not to abuse the system and resources of SnappyDSL's Service, including any quota on disk usage, e- mail, or the World Wide Web that may be imposed by this Agreement or that may be imposed on the use of resources (such as USENET) which reach beyond SnappyDSL's Service.

(5) SUBSCRIBER agrees not to attempt to violate the security of the authentication and accounting procedures of SnappyDSL's service.

(6) SUBSCRIBER agrees not to attempt to undermine, hinder, damage, or disrupt the hardware, software, or security of the Service or the Internet and its systems. Expressly prohibited activities include putting any software on SnappyDSL's Service enabling the SUBSCRIBER or any other person to do so or running any programs while not actively using the Service.

H. NO ABUSABLE RESOURCES

SUBSCRIBER shall not knowingly maintain any abusable resources, for example, and without limitation, an open newsserver, an unsecured mail relay or a smurf amplifier. Upon notification of an abusable resource, SUBSCRIBER shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after SUBSCRIBER has received such notification shall be considered a violation of this AUP and enforced as such.

I. COMMERCIAL USE OF THE INTERNET AND ONLINE SERVICE

Subject to the terms and conditions of this Agreement, SUBSCRIBER may use the Internet via SnappyDSL's Service for business and commercial purposes.

J. SnappyDSL'S RIGHT TO MONITOR AND COMMUNICATIONS PRIVACY POLICY

(1) SnappyDSL shall have the right, but not the duty, to monitor communications occurring through its system and to disclose such communications from time to time as may be necessary to:

- operate SnappyDSL's Service properly,
- administer and manage SnappyDSL's business,
- provide all of SnappyDSL's subscribers with the highest quality service,
- offer all of SnappyDSL's subscribers with opportunities SnappyDSL thinks will be of interest to its subscribers,
- verify compliance with law
- verify compliance with this Agreement,
- protect SnappyDSL and its subscribers, and
- satisfy any law, regulation, or other governmental request.

(2) SUBSCRIBER acknowledges said right of SnappyDSL and consents to the reasonable and periodic monitoring and disclosure of online communications occurring on SnappyDSL's Service.

(3) Other than as expressly described in this Agreement, SnappyDSL will not intentionally monitor or disclose any private e-mail message unless required by law.

(4) Except as required by law or to protect the physical safety of any person, SnappyDSL will not disclose any information, data, or records relating to:

- SUBSCRIBER's account with SnappyDSL,
- identifying SUBSCRIBER as a user of SnappyDSL's Service (except as such information will be publicly disclosed by the SUBSCRIBER by sending e-mail, posting to newsgroups, and so forth),
- SUBSCRIBER's billing information,
- SUBSCRIBER's name, address, and telephone number,
- Any information regarding SUBSCRIBER's credit cards used to pay the charges for SnappyDSL's Service, or checking accounts used to pay the charges for SnappyDSL's Service, or
- SUBSCRIBER's use of SnappyDSL's Service or of the Internet.

(5) SnappyDSL reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in SnappyDSL's sole and absolute discretion, are unacceptable, undesirable, or in violation of applicable law or of this Agreement.

(6) SUBSCRIBER agrees that SnappyDSL has the right to cooperate in any investigation that is requested by parties alleging that SUBSCRIBER has violated any law that is enforceable in SnappyDSL's or SUBSCRIBER's jurisdiction, or any provision of this Agreement.

(7) SUBSCRIBER agrees that SnappyDSL has the right to disclose to the appropriate authorities any evidence of illegal activity SnappyDSL discovers in the course of any investigation requested by an outside party, or discovered in the routine operation and maintenance of SnappyDSL's Service and network components. SUBSCRIBER further agrees that SnappyDSL may make copies of such materials for the use of those authorities in their investigation if requested for the purpose of preservation of evidence.

(8) SnappyDSL will not release SUBSCRIBER's confidential information or billing information to any third party except upon presentation of a valid order of a court or government entity within SnappyDSL's jurisdiction. SUBSCRIBER agrees that SnappyDSL's judgment as to the validity of any court order or subpoena shall be considered proper and final.

(9) Electronic Communications Privacy Act (ECPA) Notice. SUBSCRIBER agrees that SnappyDSL's Service and the Internet are not considered secure communications media for the purposes of the ECPA, and that SUBSCRIBER has no expectation   of privacy in unencrypted communications transmitted or received over the Internet via SnappyDSL's Service or otherwise and will not rely on any such expectation of privacy.

K. NON-TRANSFERABILITY OF RIGHT TO USE SERVICE

The right to use the ISP's Service is not transferable. Accounts and access to ISP's Service are for the sole use of SUBSCRIBER. SUBSCRIBER shall be responsible for the confidentiality of SUBSCRIBER's password. Loaning SUBSCRIBER's account to other persons, except as expressly allowed under this Agreement, connecting a system to ISP's Service when that system is used by multiple persons or computers, group use of SUBSCRIBER's log- in information or password, and consuming more than one modem line are explicitly prohibited. If SUBSCRIBER has multiple accounts with ISP's service, then SUBSCRIBER shall be limited to one log- in session per ISP Service account at any time. Violation of those terms shall constitute theft of ISP's Service and may be prosecuted under civil and criminal law.

L. REPORTING ABUSES TO SnappyDSL

SnappyDSL requests that anyone who believes that there is a violation of this Policy should contact SnappyDSL immediately. The following information should be provided: the IP address used to commit the alleged violation; the date and time of the alleged violation, including the time zone; and evidence of the alleged violation. E-mail with full header information provides all of the above, as do system log files.

M. ENFORCEMENT

SnappyDSL may immediately suspend and/or terminate the SUBSCRIBER's service and/or any part thereof for violation of any provision of this AUP upon verbal or written notice, which notice may be provided by voicemail or E-mail. Suspended service may be subject to reactivation and/or reconnect fees. Terminated service may be subject to cancellation fees. However, SnappyDSL attempts to work with the SUBSCRIBER to cure violations of the AUP and to ensure that there is no re-occurence of violations prior to suspension and/or termination.

N. SnappyDSL ASSUMES NO LIABILITY

SnappyDSL does not actively monitor nor does SnappyDSL exercise editorial control over the content of any Web site, electronic mail transmission, mailing list, newsgroup, or other material created or made accessible over SnappyDSL's Service. SnappyDSL has no practical ability to restrict all conduct, communications, or content which might violate this AUP prior to its transmission on SnappyDSL's systems, nor can SnappyDSL ensure prompt removal of any such communications or content after transmission or posting. Accordingly, SnappyDSL does not assume liability to SUBSCRIBER or others for any failure to enforce the terms of this Policy.
//END OF SnappyDSL ACCEPTABLE USE POLICY.

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