



## ACCEPTABLE USE POLICY

HOP Telecom, Inc., d/b/a airHOP has published this acceptable use policy ("AUP") to provide acceptable usage policies for airHOP Users. airHOP requires its customers to utilize airHOP's Internet Services, airHOP's network, facilities, equipment, wires, and cables ("airHOP Network") responsibly and in compliance with all applicable laws. Users' use of airHOP's Internet Service, and collectively airHOP's Network are also subject to any applicable service order, service agreement, as well as the terms of this AUP and other policies and restrictions airHOP may post on its website ([www.airhop.com](http://www.airhop.com)) from time-to-time.

This AUP as well as other policies and restrictions posted by airHOP on the Site supplements rather than supersede any and all services orders and/or agreements between a User and airHOP with respect to the use of airHOP's Internet Service, airHOP's Network, or Site by such User. Use by a User of airHOP's Internet Service, airHOP's Network, or Site constitutes acceptance by such User of the terms of this AUP and any other policies or restrictions that airHOP may post on its Site from time-to-time. airHOP reserves the right to deny service to any user for any reason.

### ***Prohibited Conduct***

airHOP's Internet Services, airHOP's Network or Site may only be used for lawful purposes. Transmission of any material in violation of any federal, state, or local law is strictly prohibited. This may include, but is not limited to, copyrighted material, obscene material, or material protected by trade secrets. Users agree to indemnify and hold harmless airHOP from any claims resulting from your use of this service.

### ***System and Network Security***

Users may not use airHOP's Internet Services, airHOP's Network, or Site to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network or system without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, mail bombing, flooding, crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

### ***Unsolicited E-Mail***

Users may not use airHOP's Internet Services, airHOP's Network, or Site to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation.



## ***Resale / Sharing***

The reselling of all Internet access services is strictly prohibited unless permission is received in writing from airHOP. airHOP Broadband Internet services are not to be sold, shared with a second entity, extended, redistributed or retransmitted via wired or wireless networks outside the primary location.

## ***E-mail limits***

In order to ensure server stability and uptime of the mail server, the following limits shall apply to all Users of airHOP's e-mail service: (i) maximum size of attachments: 15 MB (incoming and outgoing); and (ii) maximum mailbox size: 20 MB (total). Messages that exceed the above limit shall be rejected, and mailboxes that exceed the above limit shall not be able to receive further incoming mail. Mailboxes that have been unchecked for 6 months will automatically be deleted from the server.

## ***Consequences***

If airHOP determines that a User has violated any of the terms of this AUP or any other policies or restrictions posted on its Site, airHOP shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or to suspend such User's services and/or use of airHOP's Network or Site without notice to Users. airHOP may involve and shall cooperate with law enforcement authorities if criminal activity is suspected. In addition, Users who violate this AUP or any other policies or restrictions posted on its Site may be subject to civil or criminal liability. airHOP shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by airHOP pursuant to this AUP.

## ***Violation Reporting***

Violations or potential violations of this AUP or any other policies or restrictions posted on its Site may be reported to airHOP at [support@airhop.com](mailto:support@airhop.com).

## ***Modifications***

airHOP reserves the right based upon its sole and absolute discretion to modify this AUP as well as any other policies or restrictions from time to time without prior notice to Users. Such modifications shall be effective upon date of posting such modification.

## ***Third-Party Beneficiaries***

You agree that, except as otherwise expressly provided in this AUP, there shall be no third-party beneficiaries to this agreement.

## ***Limitation of liability***

IN NO EVENT WILL AIRHOP, ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE



BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY.

### ***Indemnification***

You agree to defend, indemnify and hold harmless airHOP and its subsidiaries and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. airHOP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with airHOP in asserting any available defense.

### ***Governing law/Dispute resolution***

Any claims arising out of the use of this Site shall be resolved by binding arbitration in Indiana in accordance with the then-current rules of the American Arbitration Association. These Terms are made under and will be governed by and construed in accordance with the laws of the State of Indiana, United States of America (other than conflict of law rules).

### ***Modifications***

airHOP may make revisions to the content included in or available through this Site, or to the products, services, and prices described herein, at any time without notice. By using this Site, you agree to be bound by any such revisions and therefore should visit this Site periodically to determine the then-current Terms by which you are bound.