

Acceptable Use Policy

LaZernet Incorporated

All Members of the Internet Access Terms and Conditions Agreement and users of LaZernet Incorporated Wireless Internet Services (*hereafter referred to as LaZernet*) agree to and must comply with this Acceptable Use Policy (AUP). This AUP is intended to improve the use of the Internet by preventing unacceptable uses by any Member. We do not actively monitor the use of the wireless broadband service under normal circumstances. Similarly we do not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup or other material created or accessible over or through the wireless broadband service. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject LaZernet to liability or may violate this AUP. LaZernet may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the wireless broadband service and/or LaZernet account or other actions as detailed below.

The following constitute examples of violations of this AUP. You agree to not use the Services to:

(1) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

(2) harm, or attempt to harm, minors in any way;

(3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;

(4) transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

(5) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(6) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;

(7) transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(8) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(9) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(10) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(11) "stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(12) resell, share or rebroadcast beyond the physical boundaries of your property LaZernet 's wireless signal without LaZernet 's authorization;

(13) use the Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

LaZernet requests that anyone who believes that there is a violation of this AUP direct the information to: www.lazernetwireless.com. If available, please provide the following information: (1) the IP address used to commit the alleged violation; (2) the date and time of the alleged violation, including the time zone; and (3) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

LaZernet may take any one or more of the following actions, or other actions not listed, at LaZernet 's sole discretion in response to complaints: (1) issue warnings: written or verbal; (2) suspend the Customer's account; (3) terminate the Customer's account; (4) bill the Customer or user for administrative costs and/or reactivation charges, with a minimum administrative cost; or (5) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.