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Sierra Nevada Communications™ Acceptable Use Policy

Sierra Nevada Communications may modify this Acceptable Use Policy at any time without notifying its users. For this reason, Sierra Nevada Communications users should consult the Sierra Nevada Communications website (gosnc.com) regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and the Sierra Nevada Communications Terms and Conditions of Use, this Acceptable Use Policy will govern.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Sierra Nevada Communications provides a variety of Internet Services (the Services) to residences and businesses (the Customer).

1.0 Introduction

1.1 This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone can enjoy the benefits of Sierra Nevada Communications. We believe that the restrictions set out in this Acceptable Use Policy represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that Sierra Nevada Communications's Internet access is not used in an abusive or illegal way.

1.2 Sierra Nevada Communications users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If Sierra Nevada Communications has reason to suspect that a user, or anyone using a user's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, Sierra Nevada Communications determines that an account has been used in violation of this Policy, Sierra Nevada Communications may, in its discretion, terminate the user account.

If you do not agree to abide by this Acceptable Use Policy, please notify Sierra Nevada Communications Customer Service immediately at support@gosnc.com in writing.

1.3 Sierra Nevada Communications does not actively monitor its user's use of its services. We rely on our users to govern themselves and to protect the integrity of the network by reporting any violations of this Acceptable Use Policy to support@gosnc.com.

1.4 Sierra Nevada Communications has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on Sierra Nevada Communications's servers.

1.5 Sierra Nevada Communications has the right, but not the obligation, to remove any content that it deems, in its sole discretion, to be in violation of any part of this Acceptable Use Policy.

1.6 Sierra Nevada Communications has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

1.7 The failure of Sierra Nevada Communications to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

2.0 Illegal Activities

Sierra Nevada Communications users must not use Sierra Nevada Communications to encourage, facilitate or engage in any illegal activities, including, without limitation:

- Defamation: posting or transmitting any material which is defamatory under any applicable law;
- Fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- Unlawful material: posting or disseminating unlawful material;
- False advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- Copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright; and
- Trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

3.0 Electronic Mail

3.1 Sierra Nevada Communications users must not use Sierra Nevada Communications e-mail to:

- send unsolicited bulk e-mail (so-called "Spam");
- send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called "E-Mail Bombing");
- repeatedly send e-mail to any person or entity who does not wish to receive it. If a recipient asks to stop receiving e-mail from a Sierra Nevada Communications user, then that Sierra Nevada Communications user must not send that person further e-mail; and
- subscribe to any e-mail list or service on behalf of a third party without that third party's consent.

3.2 Sierra Nevada Communications users must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a Sierra Nevada Communications account as an e-mail return address or "drop" for responses.

3.3 Sierra Nevada Communications users must not forge, alter or remove any e-mail header.

Any e-mail address at the gosnc.com domain is property of Sierra Nevada Communications and may be terminated or re-assigned without notice.

4.0 Security, Privacy and "Hacking"

The Customer is responsible for any misuse of the Services that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Customers must ensure that others not gain unauthorized access to the Services.

4.1 Sierra Nevada Communications users must not:

Disrupt or interfere with the normal operation of Sierra Nevada Communications systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use Sierra Nevada Communications services or the Internet, including, but not limited to:

- Denial of Service attacks;
- Flooding of networks;
- Attempts to overload a service; and
- Attempts to cause system crashes, or Attempt to do so; or

- use any unauthorized program to connect the user to any Sierra Nevada Communications Internet Relay Chat (“IRC”) server, including, but not limited to, IRC bots or clonebots; gain access or attempt to gain access to the private systems or data of Sierra Nevada Communications, without the prior consent of Sierra Nevada Communications.

4.2 Sierra Nevada Communications users must not use their Sierra Nevada Communications accounts to:

- circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network; or
- disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.
- gain access or attempt to gain access to the private systems or data of Sierra Nevada Communications, or any third party without the prior consent of Sierra Nevada Communications or the third party.

5.0 Usenet Newsgroups

5.1 Sierra Nevada Communications users must not:

- post - a single article or substantially similar articles to an excessive number of newsgroups, or cross-post to an excessive number of newsgroups;
- post - articles on a newsgroup which are off-topic according to the newsgroup charter;
- post - binary or encoded binary files to newsgroups not specifically designated for that purpose;
- post - commercial messages on a non-commercial Sierra Nevada Communications newsgroup without prior approval from Sierra Nevada Communications;
- engage in any of (a), (b), (c) or (d) from a provider other than Sierra Nevada Communications and use an account on Sierra Nevada Communications as an e-mail return address or “drop” for responses, or
- engage in any of (a), (b), (c) or (d) from a provider other than Sierra Nevada Communications for the purpose of drawing attention to a service hosted by or on Sierra Nevada Communications’s network.

Sierra Nevada Communications reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.0 Censorship and Adult Materials

Sierra Nevada Communications believes in freedom of expression and the right of individuals to decide for themselves what they want to see and listen to. We do not believe it is the place of an ISP to censor or regulate the Internet. However, users must not use Sierra Nevada Communications to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

Sierra Nevada Communications assumes NO responsibility for Internet content available through the Services. Customers are responsible for restricting access to sexually explicit material on the Internet, by purchasing the appropriate filtering software, or by monitoring Internet use. Content questions or complaints should be addressed to the content provider.

7.0 Miscellaneous

7.1 False Pretences. Users must not use Sierra Nevada Communications to impersonate any person or use a fictitious user name with any of Sierra Nevada Communications’s services, including in any e-mail, Usenet posting, or Internet Relay Chat (“IRC”) site. This restriction does not preclude the use of nicknames in IRC, the use of anonymous remailer services, or postings to any site that permits pseudonyms.

7.2 Unsolicited Advertising. Users must not use Sierra Nevada Communications to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to any person except in those areas and on those websites that are designated for such a purpose.

7.3 Harassment, Threats and Abuse. Users must not use Sierra Nevada Communications to harass, threaten, or abuse any person or group of people by any means.

7.4 Crude or Offensive Postings. Users must not use Sierra Nevada Communications to post offensive or crude messages or images on publicly accessible pages or sites, except where such messages or images are appropriate having regard to the nature of the site. Sierra Nevada Communications has the right, but not the obligation, to remove messages or images that Sierra Nevada Communications, in its sole discretion, determines are offensive.

7.5 Multiple access. Users must not maintain more than one simultaneous connection to Sierra Nevada Communications or any Sierra Nevada Communications service, IRC Chat group, or newsgroup.

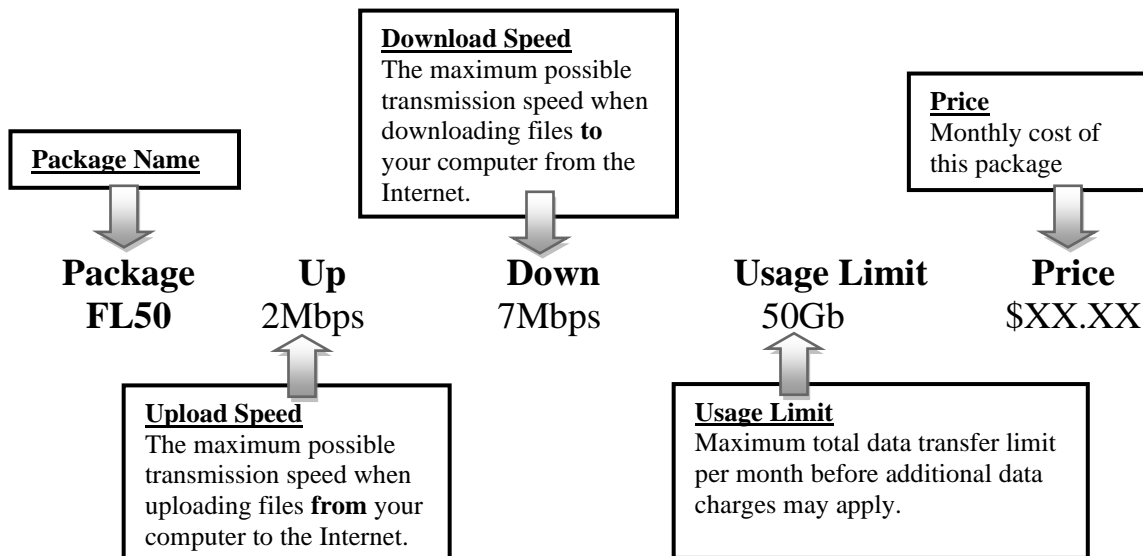
7.6 Disruptive Conduct. Users must not use Sierra Nevada Communications to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other users, individuals or entities.

8.0 Bandwidth/Network Traffic and Other Limitations

8.1 You must comply with the current bandwidth/network traffic, data storage and other limitations on the Services.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of Sierra Nevada Communications) an unusually large burden on the network itself.

8.2 The guidelines for Bandwidth/Network Traffic Usage/month for each service package are detailed in our published price lists and may be subject to change. The following is an example of how to read a product listing on our price lists:



Upload speed and download speed are maximum possible speeds; actual speed may vary. Usage limit is the **combined** upload and download traffic for the month. For example, 20GB of download and 5GB of upload is the same total usage as 15GB of download and 10GB of upload. Sierra Nevada Communications tracks actual usage and does not use rounding.

User exceeding their contracted Residential Flex package Bandwidth/Network Traffic allocations shall be automatically upgraded to the next available network package and charged \$15.00 (fifteen dollars) per package upgrade. Users on Residential Flex packaging exceeding 2000 Gigabytes (GB) shall be charged \$15.00 (ten dollars) per 400 Gigabytes (GB) thereafter. Any upgrade in package, requires remaining in that package for a minimum of 3 (three) months unless another upgrade is needed to cover data usage. This upgrade shall become their new contracted package, after 3 (three) months of any upgrade the customer may request to change the package contract. An Administrative convenience fee of \$10.00 (ten dollars) will be assessed to change the package.

User exceeding their contracted Business Flex package Bandwidth/Network Traffic allocations shall be automatically upgraded to the next available network package and charged \$15.00 (fifteen dollars) per package upgrade. Users on Business Flex packaging exceeding 3,000 Gigabytes (GB) shall be charged \$15.00 (ten dollars) per 400 Gigabytes (GB) thereafter. Any upgrade in package, requires remaining in that package for a minimum of 3 (three) months unless another upgrade is needed to cover data usage. This upgrade shall become their new contracted package, after 3 (three) months of any upgrade the customer may request to change the package contract. An Administrative convenience fee of \$10.00 (ten dollars) will be assessed to change the package.

Users on Enterprise packaging exceeding their contracted monthly data shall be charged \$10.00 (ten dollars) per 50 Gigabytes (GB) thereafter. Enterprise customers have the option to upgrade to a higher monthly data plan to avoid additional data charges if larger plans are available.

8.3 Introductory and Special Pricing are available for 'New Customer's only' for a limited time. Upon completion of Introductory and Special Pricing period are subject to Section 8.2 guidelines for Bandwidth/Network Traffic Usage/month.

8.4 In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede Sierra Nevada Communication's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Sierra Nevada Communications. For example, you cannot provide Internet access to others through a wireless or dial-up connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

You may not provide network services to others via the Sierra Nevada Communications.

9.0 Updates

9.1 This Acceptable Use Policy is subject to change without notice. The current version of the Acceptable Use Policy is available at www.gosnc.com/support/policy/.

10.0 Questions and Complaints

10.1 Please direct any questions you may have regarding this Acceptable Use policy and complaints regarding violations of this Policy by other Sierra Nevada Communications users to support@gosnc.com.

Subscriber (Signature) _____ Company (Signature) _____

Subscriber Print Name: _____ Date Signed: ____/____/____