

Acceptable Use Policy

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Updated 8/17/15

Coverage of Policy and Agreement:

By using NetGenuity Inc.'s data services, you, the customer agrees to be bound by and comply with this Acceptable Use Policy (AUP) and any terms and conditions associated with the cellular service agreement to which the customer has agreed. NetGenuity Inc. reserves the right to modify the AUP or terms and conditions at any time. Any modifications become effective upon posting, and can be found on our website. Upon use of data services after the modifications have been posted shall constitute acceptance of those modifications. NetGenuity Inc. reserves the right to suspend or terminate access for use of services, if in its sole discretion, any transmission or communication may be unlawful. NetGenuity Inc. will cooperate with legal authorities and or third parties in the investigation of any suspected or alleged crime or civil wrong.

Accordingly, NetGenuity Inc. reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity, after sessions of excessive usage. NGI's policy states that if a customer's data usage exceeds **70% on NetGenuity's own network in any 30 day period, NetGenuity reserves the right to modify the data plan, or remove the customer from the data network** and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows.

Illegal or Harmful Use:

You may access NGI's network only for lawful purposes. You are responsible for any transmission you send, receive, post, access or store via our network, including the content of such communication. Transmitting, distributing, or storing material that violates any applicable law is strictly prohibited. The Following list non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited.

- **Unlawful Use:** Using services to transmit any material in any manner whose transmission is unlawful regarding the transmission.
- **Harm to Minors:** Using services to harm or attempt to harm minors in any way, including publishing, storing, submitting, receiving, upload, download, post, use, copy, transmit, or distribution thereof.
- **Threats:** Customer shall not use NetGenuity's network or services to transmit any material that threatens, harasses, or encourages bodily harm or property destruction.
- **Copyright or Trademark Infringement:** Customer shall not use services to transmit content or materials that infringes on any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including but not limited to the unauthorized copying of material, digitization and distribution of photographs from any print or electronic sources, and

unauthorized transmittal of any software.

- **Fraudulent Activity:** Customer shall not use services to participate in pyramid or other illegal schemes, such as, but not limited to fraudulent offers to buy, sell products, items or services, or to partake in any type of financial scam. Customer shall not collect large numbers of contact information including e-mail address, phone number, screen names or other identifiers without consent.
- **Forgery or Impersonation:** Customer shall not use services to add, remove or modify identifying information in an effort to deceive or mislead the recipient of such information or as an attempt to impersonate someone other than themselves.
- **Harmful Content:** Customer shall not use services to transmit, distribute, or store information that may be harmful to or interfere with NetGenuity's network and services or any third party's network or services. This includes but is not limited to viruses, and worms.
- **Unauthorized Access:** Customer shall not use services to access, or attempt to access without authority, the accounts of others or to penetrate or attempt to penetrate the security of NetGenuity or other third party software or hardware, email or telecom system, regardless of the result of intrusion.
- **Collection of personal data:** Customer shall not use services to collect or attempt to collect personal information about any third party without consent.
- **Unsolicited Commercial or Bulk Email:** Customer shall not use services to transmit commercial or bulk e-mail, or any e-mail considered "spam".
- **Resale:** Customer shall not resell NetGenuity services without NetGenuity's prior authorization.