

ACCEPTABLE USE POLICY (AUP) FOR THE ALPHACOMM.NET INTERNET ACCESS OF ALPHA ENTERPRISES LIMITED INC. (AEL)

By using Alphacomm.net Internet access (“the Service”), the customer (“you” and “your”) agrees to abide by, and require others using the Service via the customer’s account to abide by, the terms of this AUP. The customer should consult Alphacomm.net’s website at www.alphacomm.net to ensure that their activities conform to the most recent version of this document. Your use of the service after a change has been posted via the Internet constitutes your agreement to the changes. IF THE CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, THE CUSTOMER SHOULD IMMEDIATELY STOP THE USE OF THE SERVICE AND NOTIFY THE AEL BUSINESS OFFICE AT 877-450-3500 or 906-639-3500 SO THAT THE CUSTOMER’S ACCOUNT MAY BE CLOSED.

General: We expect the customer to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable, and the types of uses that must be avoided. Common sense is the best guide as to what is considered acceptable use. In this policy, “Service(s)” refers to any dial-up, wireless Internet access, DSL Internet access, Web hosting, data center hosting, or similar services that the customer may have purchased from AEL.

Installation: The Service is installed by a trained technician according to AEL’s engineered network design specifications. Any attempt by the customer to reconfigure, adjust, or move the equipment that results in a loss of service will cause the customer to be held liable for any costs incurred by AEL (not limited to travel time, technician labor, parts) for restoration of service. The customer understands that failure to comply with this restriction may cause damage to AEL’s network, and subjects the customer to liability for damages and/or criminal prosecution.

Computer and Equipment Requirements: At the time of initial installation of either dial-up or DSL service, the customer’s computer equipment must have components that will allow the computer to connect to the World Wide Web. AEL cannot be responsible for the age or configuration of the customer’s equipment or outdated computer hardware and software. AEL will make reasonable efforts to support previously acceptable configurations; however, AEL is not obligated to continue to provide such support.

Assumption of Risk: The customer understands that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that the customer, and not AEL, is entirely responsible for all content that the customer uploads, downloads, posts, emails, transmits, or otherwise makes available via the Service. AEL does not control the content posted via the Service and does not guarantee the accuracy, integrity, or quality of such content. The customer understands that by using the Service, the customer may be exposed to content that is offensive, indecent, or objectionable, and the customer may be exposing others to content that others find objectionable. The customer agrees that they must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content: The customer is solely responsible for any information that is published on the web or other Internet services. The customer must ensure that the recipient of the Content is appropriate, and must take appropriate precautions to prevent minors from receiving inappropriate Content. The customer may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material. AEL reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in AEL’s sole discretion, deems to be offensive, indecent, or otherwise objectionable.

Indemnity: The customer agrees to indemnify and hold AEL and its subsidiaries, affiliates, officers, agents, co-branders, or other partners, and employees harmless from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of content the customer may submit, post, transmit or make available through the Service, the customer’s use of the Service, the customer’s connection to the Service, the customer’s violation of these Terms of Service, the customer’s violation of the AUP, or the customer’s violation of any rights of another.

Intellectual Property Infringement: The customer may not use the Service to post, copy, transmit or disseminate any Content that infringes the patents, copyrights, trade secrets, trademark, or proprietary rights of any party. AEL assumes no responsibility, and the customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used by the customer for such purposes.

Commercial Use: The Service is designed for personal use of the Internet and may not be used for commercial purposes. The customer may not resell or otherwise charge others to use the residential Service. The customer agrees not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, virtual private network usage, IP address translation, or similar facilities intended to provide additional access.

Servers: The customer may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by AEL.

Prohibited Activities: AEL customers may not use the Services in a manner that violates any applicable local, state, federal or international law, order, or regulation. Additionally, AEL customers may not use the Services to conduct, participate in, or otherwise

facilitate pyramid or other soliciting schemes; use an IP address not assigned to the customer; modify or replace AEL-provided service configurations and/or settings; violate any other AEL policy or guideline; resell or redistribute the Service to any third party via any means, including but not limited to, wireless technology.

Misuse of Service: The customer is responsible for any misuse of the Service that occurs through the customer's account. The customer must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service. The customer agrees that they will NOT use the Service to upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; impersonate any person or entity, including, but not limited to, an AEL official, forum leader, guide or host, or falsely state or otherwise misrepresent the customer's affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; upload, post, email, transmit or otherwise make available any content that the customer does not have the 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 nondisclosure agreements); upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("rights") of any party; upload, post email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "SPAM", "chain letters", "pyramid schemes", or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose; upload, post, email, transmit, or otherwise make available any material 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; 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; 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; 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 to, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; "stalk" or otherwise harass another; or collect or store personal data about other users; resell or redistribute the Service to any third party via any means, including but not limited to, wireless technology.

Hacking/Attempted Unauthorized Access: The customer may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for the customer, logging into or making use of a server or account the customer is not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet "sniffers" or network probing tools, is prohibited.

Security: The customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. AEL recommends that the customer take appropriate security precautions for any systems connected to the Service.

Disruption of Service: The customer may not disrupt the Service in any manner. Nor shall the customer interfere with computer networking or telecommunications services to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges, or attempts to "crash" a host.

Viruses, Trojan Horses, Worms and Denial of Service Attacks: Software or other content downloaded from the Service may contain viruses, and it is the customer's sole responsibility to take appropriate precautions to protect the customer's computer from damage to its software, files, and data. The customer is prohibited from posting, transmitting, or disseminating any information or software that contains a virus, Trojan Horse, worm, or other harmful program, or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.

Electronic Mail: The customer may not use the Service to send unsolicited bulk or commercial email messages ("SPAM"). Any unsolicited email must also not direct the recipient to any web site or other resource that uses the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violates this policy or the Acceptable Use Policy (AUP) of any other Internet service provider (a charge of \$5.00 for each piece of unsolicited bulk mail or SPAM, transmitted from, or connected with the subscriber's account will apply). In addition, "mail bombing", the sending of numerous copies of the same or substantially similar messages, or very large messages or files with the intent to disrupt a server or account, is prohibited. The customer may not reference AEL, or any portion of the AEL network (e.g. by including "Organization: AEL" in the header, or by listing an IP address that belongs to the AEL network) in any unsolicited email, even if that email is not sent through the AEL network. Further, forging, altering, or removing electronic mail headers is prohibited.

Bandwidth, Data, Storage, and Other Limitations: The customer must comply with the current bandwidth, data storage, and other limitations on the Service. The customer must ensure that the customer's activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of AEL) an unusually large burden on the network itself. In addition, the customer must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade, or impede AEL's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. AEL may terminate,

suspend, or require the customer to upgrade the Service and pay additional fees if AEL, in its sole discretion, determines that the customer is using excessive bandwidth.

Speed: If the Service you have purchased is provided within a range of speeds (referred to herein as the "synchronization rate" or "synch rate"), the synch rate is measured between the equipment at your home and the equipment in the network that provides the Service functionality. The Service will be provided, if at all, at least at the lowest synch rate speed within the range. If the Service cannot be provided at the lowest synch rate in the range, either you or AEL may disconnect the Service without a termination charge to you. You will not receive a refund or rebate for the period during which you received the Service. There is no minimum synch rate guarantee. There is no guarantee or warranty that the Service will perform at the upper end of the synch rate range, nor is there a guarantee or warranty that actual throughput from the internet to your computer ("throughput speed") will be at or above the low end of the speed range. Throughput speeds associated with some or all features of the Service (e.g., Usenet, email) may be limited, at AEL's sole discretion, and such limitation will have no effect on whether the minimum speed is met.

Data-Only DSL Service (DSL Service Without Purchasing Telephone Service): AEL purchases DSL service from Upper Peninsula Telephone Company using their regulated facilities on a voice and data wholesale basis. This enables us to offer Internet access to our customers at a discounted rate. If a subscriber wishes to have DSL service without telephone service, this discounted rate no longer applies, and non-regulated rates will apply for the data-only service. AEL is a non-regulated company.

Cancellations, Terminations And Assignments: In the event a ruling, regulation, or order issued by a judicial, legislative, or regulatory body causes AEL to believe that this Agreement and/or the services provided hereunder, may be in conflict with such rules, regulations, and orders, AEL may suspend or terminate the service, or terminate this Agreement, without liability. In the event an AEL subcontractor for the service stops providing the service to AEL for any reason, AEL shall have forty-five calendar days to arrange for a reasonably comparable service. If AEL cannot arrange for reasonably comparable service, either you or AEL may thereafter terminate this Agreement without liability.

THE SERVICE IS PROVIDED TO THE CUSTOMER "AS IS", WITHOUT WARRANTY OF ANY KIND. NEITHER AEL, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL, MALICIOUS AGENTS. AEL DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO THE CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM, OR WITHIN A REASONABLE PERIOD OF TIME.

ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. AEL AND ITS EMPLOYEES, REPRESENTATIVES, AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE INSTALLATION OR USE OF THE SERVICE, THE EQUIPMENT FURNISHED BY AEL, OR AEL'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE AEL INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER OR NOT AEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, AEL'S CUMULATIVE LIABILITY TO THE CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. THE CUSTOMER HEREBY RELEASES AEL FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. AEL IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO THE CUSTOMER'S BREACH OF THIS AGREEMENT.

The customer's sole and exclusive remedy under this Agreement is as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to the customer.

Failure to observe the guidelines set forth in this AUP can result in anything from a warning to a suspension of privileges or termination of the customer's Service. Decisions of AEL's staff are final. AEL may refer potential violations of laws to the proper authorities when required to do so by law, subpoena, or when the public safety is at stake. AEL assumes no obligation to inform a member that the member's information has been provided and, in some cases, may be prohibited by law from giving such notice.