

ALPHA ENTERPRISES LIMITED, INC.  
d/b/a ALPHACOMM.NET

DIAL-UP SERVICE TERMS AND CONDITIONS  
EFFECTIVE APRIL 5, 2007

**Subscriber Agreement to Terms and Conditions:** By using AEL's services, you acknowledge that you understand and accept these Terms and Conditions and agree to pay for these services according to the Billing Policies currently in effect. Prices are subject to change without notice.

**Terms and Conditions are Subject to Change Without Notice.** A current copy of the Terms and Conditions is available online through our Business Policies page. Your continued use of an account after a new policy has gone into effect constitutes acceptance of the policy. AEL encourages you to regularly check the Billing Policies and Terms and Conditions statements for any changes.

**Warranties:** AEL makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. You agree to indemnify and hold harmless AEL for any damages suffered by you including, but not limited to, loss of data from delays, non-deliveries, missed deliveries, or service interruptions caused by AEL's own negligence, the circuit provider's negligence, an Act of God, or your own error and/or omissions. Any advertised special as seen in newspapers, magazines, etc. is subject to final approval by AEL.

**AEL's Services May Only Be Used For Lawful Purposes:** Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. You agree to indemnify and hold harmless AEL from any claims resulting from your use of this service that damages you or another party. At our discretion, AEL may revoke your access for inappropriate usage.

**Information Via The World Wide Web:** Use of any information obtained via this service is at your own risk. AEL specifically denies any responsibility for the accuracy or quality of information obtained through its services.

**Subscriber Email Directory:** For security and privacy reasons, AEL has chosen not to list subscriber email address information on Alphacomm.net's website.

**Use of Other Networks:** If you use another organization's networks or computing resources, you are subject to their respective permission and usage policies; i.e., Hotmail, Yahoo Mail, etc. **NOTE:** AEL does not provide support for third-party programs or networks.

**Account Changes:** It is YOUR responsibility to notify AEL of any changes in the account contact information such as your name, address, and/or telephone number.

**Allowing Others to Use Your Account:** You are responsible for how your account is used, and may allow others to use it, bearing in mind that you are responsible for what others do when using the account.

**Postini SPAM Filtering:** A free service that blocks "junk" email messages from your Alphacomm.net email account.

**Per-Session Time Usage:** At this time, AEL does not limit the per-session time you can access the Internet. However, we do ask that you adhere to guidelines of Internet etiquette of four hours online with a 2-hour down time before going back online as a courtesy to other subscribers attempting to gain access. AEL reserves the right to restrict the amount of use permitted in its sole discretion.

**Protocols:** At this time, the use of Internet Relay Chat (IRC) is not permitted on AEL's system. Clients may operate computers via Serial Line Internet Protocol (SLIP)/Point-to-Point Protocol (PPP).

**Web Page Disk Storage:** Disk storage is limited to five megabytes for personal, non-business-related home pages. Additional space can be purchased for business pages. Excess storage is not permitted on the user sites.

**Email Storage:** Email not accessed and retrieved will be cleared from the server after 90 days. If your account will be dormant for more than this time due to travel or other reasons, please provide us with at least 48 hours notice to retain your email on the server. AEL is not responsible for any email that may be deleted due to email server log cleaning. Any email you wish to keep should be downloaded to a file on your hard drive.

**SPAM (Email Junk Mail):** AEL does not condone the sending of SPAM (bulk email advertisements) by its subscribers. If complaints are received, a notice will be sent to the offending subscriber advising that they must cease sending SPAM from AEL's email server. A subscriber's continued "spamming" practice shall be just cause for termination of the subscriber's service connection with AEL.

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**Terms and Conditions:** These Terms and Conditions shall supersede all previous representations, understandings, or agreements.