

## superstring Interlink wireless access Acceptable Usage Policy

**superstring Interlink Inc. reserves the right to prohibit use of services to any individual or group that exploits this service or inhibits the rightful service to others. By using our wireless network you agree to abide by all rules and stipulations drafted in this document.**

This Acceptable Use Policy ("AUP") specifies the actions prohibited by Superstring Interlink, Inc. d/b/a Superstring Interlink Broadband ("Superstring Interlink") to users of the Superstring Interlink Network. All users of Superstring Interlink' Internet services (the "Services")—those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members") (collectively "Users")—must comply with this AUP. Superstring Interlink reserves the right to modify the Policy at any time, effective upon posting of the modified AUP to this URL: <http://www.Superstring Interlink.net/company/use/>

Under normal circumstances, Superstring Interlink does not actively monitor use of its Services nor does it exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. Notwithstanding the foregoing, Superstring Interlink retains the right to remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this AUP. Any violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Superstring Interlink account or other actions as detailed herein. This AUP should be read in conjunction with the Superstring Interlink Internet Service Agreement and other policies.

### Limitations on Use/Illegal Use

The content displayed on the Services are the property of Superstring Interlink or its affiliates or licensors and are protected by copyright, trademark or other law and is for personal use only and not for commercial exploitation. Except as may otherwise be provided herein, you may not copy, modify, reproduce, retransmit, distribute, disseminate, sell, publish or circulate any such material without Superstring Interlink written permission.

The Services may include bulletin boards, chat rooms and other Visitor and Member created pages allowing Visitors and Members to, among other things, post information and provide feedback to Superstring Interlink. The Superstring Interlink' Network may be used only for lawful purposes. Transmission, distribution, publication, circulation or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, material that encourages conduct that would constitute a criminal offense and material that is obscene, defamatory, constitutes harassment and/or an illegal threat or that violates the rights of others or violates export control laws.

### System and Network Security

Violations of system or network security are prohibited, and may result in criminal and/or civil liability. Superstring Interlink reserves the right to investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

### Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Users shall not use another site's mail server to relay mail without the express permission of the site.

### Usenet

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF VISITORS OR MEMBERS, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH VISITORS OR MEMBERS.

#### **Other Illegal Activities**

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software are expressly prohibited.

#### **Other Activities**

Engaging in activities, whether lawful or unlawful, that Superstring Interlink determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations are expressly prohibited.

#### **Linking to the Web Site**

You may provide links only to the homepage of this Website, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the homepage, (b) you give Superstring Interlink notice of such link by sending an e-mail to publisher@martindale.com and (c) you discontinue providing links to this Web Site if requested by Superstring Interlink. If you wish to provide links to a section within the Web Site, you should forward your request to Superstring Interlink at info@Superstring Interlink.net and Superstring Interlink will notify you if permission is granted, and if so the terms and conditions of the permission.

#### **Posting**

Any material posted or transmitted to the Service is and will be treated as non-confidential and non-proprietary and Superstring Interlink shall have the right to edit, copy, publish and distribute any material you post or transmit for any purpose. You are hereby advised that your disclosure of personal information on a bulletin board, in a chat room or on other Visitor or Member generated pages may be collected and used by others and may result in unsolicited messages from other parties.

#### **Registration**

Certain sections of this Website may require you to register. If registration is requested, you agree to provide Superstring Interlink with accurate, complete registration information. It is your responsibility to inform Superstring Interlink of any changes to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. Superstring Interlink does not permit a) any other person to use the registered sections under your name; or b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify Superstring Interlink immediately by emailing support@Superstring Interlink.net.

#### **Reporting Violations of Superstring Interlink' AUP**

Superstring Interlink requests that anyone who believes that there is a violation of this AUP direct the information to: support@Superstring Interlink.net

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Superstring Interlink may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges

- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

### **Errors and Corrections**

Superstring Interlink does not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. Superstring Interlink does not warrant or represent that the information available on or through the Website will be correct, accurate, timely, or otherwise reliable. Superstring Interlink may make improvements and/or changes to its features, functionality or content at any time.

### **Third Party Content**

Third party content may appear on this Web Site or may be accessible via links from this Website. Superstring Interlink is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of Superstring Interlink.

### **DISCLAIMER**

THE WEB SITE IS PROVIDED ON AN "AS IS" BASIS. SUPERSTRING INTERLINK EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUPERSTRING INTERLINK DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEB SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THE WEB SITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS WEB SITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEB SITE.

### **LIMITATION OF LIABILITY**

Superstring Interlink shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from YOUR USE OF THE WEBSITE. SUPERSTRING INTERLINK SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEB SITE OR THE CONTENT. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED, SUPERSTRING INTERLINK'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.

### **Governing Law and Jurisdiction**

The Terms of Use are governed by and construed in accordance with the laws of the State of New York .

### **Severability of Provisions**

If any provision of this AUP is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

### **Indemnity**

The User agrees to indemnify and hold harmless Superstring Interlink, its directors, officers, shareholders, agents, employees and its customers from any and all claims, liabilities, damages, or expenses, including attorney fees, arising out of, or resulting from, any and all use of the Services and/or Superstring Interlink' network, whether or not authorized and any breach or violation of any term, condition or covenant contained herein.

Members and visitors to the Superstring Interlink website agree to abide by our Policies and Agreements.