



ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") specifies the actions prohibited by Madison Network Systems, Inc. ("Madison") by users of Madison's Network and related Internet services ("Services"). Madison reserves the right to modify the AUP at any time, effective upon posting of the modified AUP to this URL: www.gomadison.com.

Tiers of service and bandwidth limits

Madison's Services are offered on a tiered basis. Each tier has "throughput" limits (i.e., limits on the maximum rate at which you may send and receive data at any time), "consumption" limits (i.e., limits on the amount of data that you may send or receive during the course of a month or over shorter periods) and other similar limits, all as set forth on your Broadband and Dial-Up Services Agreement and any Service Level Agreement. Madison may change the throughput, consumption and other applicable limits of any tiers by amending the terms of use at www.gomadison.com or by providing you notice as provided in your Broadband and Dial-Up Services Agreement. Your continued use of the Services after such posting or notice will constitute your acceptance of any new limits.

Madison may use technical means, including but not limited to suspending or reducing the speed of your Services, to ensure compliance with applicable limits and the terms of use. Madison may move you to a higher tier of Services (which may result in higher monthly charges) or impose other charges and fees if your use exceeds these limits. Madison may monitor your usage patterns to facilitate the provision of the Services and to ensure your compliance with the terms of use for the Services. Madison may take such steps as it determines appropriate in the event your usage of the Services does not comply with the terms of use, including applicable consumption limits.

No resale

You shall not resell or redistribute (whether for a fee or otherwise) any of the Services or charge others to use any of the Services. Among other things:

- (i) You may not use the Services for operation as an Internet service provider or for the hosting of websites (other than as expressly permitted as part of the Services);
- (ii) Use of any form of transmitter, router or wide area network that enables persons or entities outside your service address to use the Services, whether or not a fee is sought, is prohibited. If you use a wireless network within your service address, you must establish and use a secure password or similar means to limit wireless access to the Service to your service address.
- (iii) Unless you subscribe to a service plan that expressly permits otherwise, the Services are residential services offered for residential, non-commercial use only. Residential subscribers are prohibited from using the Services for any business purpose whether or not the business is directed toward making a profit.

Unacceptable material and bandwidth usage

Madison may edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the Madison Network or Services, if it determines in its discretion that the material is unacceptable or violates the terms of this Agreement, or any terms of use in your Broadband and Dial-Up Services Agreement, or at www.gomadison.com, including consumption limits. Such material might include personal home pages and links to other sites. In addition, Madison may suspend your account, take other action to prevent your from utilizing certain account privileges (e.g., home pages), or cancel your account without prior notification. Madison may suspend or cancel your account for using all or part of the Madison Network or Services to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement, or any terms of use in your Broadband and Dial-Up Services Agreement or at www.gomadison.com.

NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Madison Communications complies with the Online Copyright Infringement Liability Limitation Act of 1998. As required by the Act, we have adopted a policy to terminate services to account holders or subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that subscriber or account holder after receiving notice of further copyright infringement by that subscriber or account holder. Madison accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Prohibited uses

The Madison Network and Services may be used only for lawful purposes. Violations of Madison Network and Services security, or transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited, including:

- (i) Impersonating any person on the Madison Network or Services or communicating under a false name or a name that you aren't entitled or authorized to use, including forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- (ii) Using the Madison Network or Services in any way to make fraudulent offers of products, items or services;
- (iii) Using the Madison Network or Services to mass post the same message to any inappropriate online sites (junk E-mail, bombing or spamming);
- (iv) Posting or emailing scams such as "make-money-fast" schemes or pyramid or chain letters. Nor may you engage in these activities using the service of another ISP while channeling such activities through the Madison Network or Services or using the Madison Network or Services as a mail drop for responses;
- (v) Using the Madison Network or Services to send unsolicited advertising, promotional material or other forms of unwanted solicitation, except in areas online specifically designated for such communications;
- (vi) Interfering with Madison's ability to provide the Madison Network or Services to others, including the use of excessive bandwidth, interfering with other users' use of the Madison Network or Services, mailbombing, flooding, and deliberate attempts to overload any system or network and broadcast attacks.

- (vii) Using the Madison Network or Services to transfer, post, or transmit files that contain viruses, worms, "Trojan horses" or any other contaminating or destructive features;
- (viii) Exporting software or technical information in violation of United States export control laws;
- (ix) Using the Madison Network or Services to perform any activity that constitutes a criminal offense;
- (x) Using the Madison Network or Services in any manner that disrupts the Madison Network or Services for other Madison customers, or which threatens to or actually causes damage to the Madison Network or Services, or is considered to be abuse of the Madison Network or Services (for example, "spawning" dozens of processes, or consuming excessive memory or CPU for long periods). Depending upon the extent of the abuse, you may receive warnings, or in some cases, have your account suspended. Madison reserves the right to monitor your actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the Madison Network or Services.
- (xi) Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- (xii) 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.

The above violations may result in criminal and civil liability. Madison will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE AUP BY SUCH CUSTOMER OR END USER.

Complaints regarding Email, Network Abuse (Spam), Illegal Use, or System or Network Security issues should be sent to abuse@madisontelco.com. For live incidents, please contact Madison Internet Abuse Investigations at 1-618-635-5000, Monday through Friday, 8:00 a.m. to 5:00 p.m.