

LEAPFROG INTERNET ACCEPTABLE USE POLICY BROADBAND

Introduction

Leapfrog Internet's Acceptable Use Policy ("AUP") is designed to enhance the on-line experience of all Internet users by fostering the free flow of information and ideas over the Internet while prohibiting unacceptable use. This AUP contains the terms and conditions for use of Leapfrog Internet's Internet services (the "Services") and may be modified at any time effective upon notice. All users of the Services must comply with this AUP as modified from time to time, and by accessing or using the Services you agree to be bound by this AUP as modified.

Under normal circumstances Leapfrog Internet does not actively monitor use of the Services. Nor does it edit or otherwise control the content of any Web site, electronic mail transmission, news group, or other material developed or accessible with use of or through the Services, except for certain proprietary websites. But, in accordance with the Leapfrog Internet Services Agreement, Leapfrog Internet may remove any materials, which Leapfrog Internet, in its sole discretion, determines are in violation of this AUP, are illegal, subject Leapfrog Internet to liability, or are otherwise offensive or inappropriate. In addition, in cooperation with governmental authorities or other third parties Leapfrog Internet may investigate any suspected or alleged crime or civil wrong committed with use of the Services. Customers must follow this AUP in conjunction with the Leapfrog Internet Services Agreement and other applicable policies.

Violations

Violations of this AUP include, without limitation, the following:

- General illegal use: Using the Services or facilities in a way that violates any applicable law or regulation.
- Canceling messages of other users: Using the Services to cancel another's message, except that a user may cancel postings forged in that user's name. We may cancel any postings that violate this AUP.
- Collecting personal data: Using the Services to collect, or to attempt to collect, personal information about third parties without their knowledge or consent.
- Disrupting Leapfrog Internet services or facilities: Using the Services or facilities for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner.
- Exceeding Allotted Web Site Size and Traffic Limitations: If a customer site exceeds its allotted size or monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. Such unavailability may include, but will not be limited to, the inability to access the site publicly or to post or modify the site's contents.
- Forgery, impersonation, or fraud: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Using deliberately misleading headers in news postings in order to avoid spam email address collectors is not allowed. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as a pyramid scheme or chain letter is prohibited.
- Hate Speech, Harassment, Threats, and Harm to Minors: Using the Services to post or transmit e-mail or material that is hateful, harassing, threatens

physical violence or the destruction of property, or harms or attempts to harm minors in any way.

- **Infringing Intellectual Property:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Misuse of Usenet group:** Leapfrog Internet Customers should comply with published guidelines, FAQs, or community standards describing appropriate and inappropriate Usenet group participation and postings. The continued posting of off-topic articles in a newsgroup is prohibited. Many newsgroups consider commercial advertisements off-topic. Before posting to any newsgroup, please familiarize yourself with basic Usenet netiquette. Leapfrog Internet considers multi-posting to 10 or more groups within any two-week period to be excessive.
- **Reselling the services:** Reselling the Services without Leapfrog Internet's express written authorization.
- **Sharing accounts:** Sharing a customer's account with another party for purposes of avoiding payment for a second account is strictly prohibited. Moreover, if you share your account with another party, you agree to be held accountable for their actions.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others; to port scan; or to penetrate, or attempt to penetrate, security measures of Leapfrog Internet's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- **Unsolicited commercial or bulk email/SPAM:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email.

Reporting Violations

Leapfrog Internet requests that anyone who believes that there has been a violation of this AUP report the alleged violation to us at abuse@leapfroginet.com

Please submit the following information to report a violation of the AUP:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from Greenwich Mean Time (GMT).
- Evidence of the alleged violation.

To submit a Notice of Copyright Infringement please see our Copyright Infringement Policy and notification requirements and procedures at legal notices.

Consequences of Violating the AUP

It is Leapfrog Internet's goal to provide a quality service for all users, including users of the other service providers and their associated networks. Accordingly, Leapfrog Internet reserves the right to modify or disable (or both) a user's service any time that the user violates the AUP or such a violation is reported.

Leapfrog Internet may take any one or more of the following actions, in its sole discretion, in response to a reported or otherwise discovered AUP violation:

- Issue verbal or written warnings
- Suspend the customer's account
- Terminate the customer's account
- Bill the customer for reactivation charges
- Pursue legal remedies for violations

Leapfrog Internet will not reimburse Customers whose service is suspended or disabled due to any of the reasons listed above. In the event that your account should become suspended or terminated, you will still be responsible for all charges to your account, including, but not limited to, hardware charges, installation fees, and any other early termination liabilities.

Indemnifying Leapfrog Internet for AUP Violation

All users of the Services agree to indemnify, waive and hold Leapfrog Internet, its officers, directors, shareholders, employees, agents, subsidiaries and affiliates harmless from any and all claims and expenses related to the user's violation of this agreement, including any abusive or unlawful behavior on the part of the user or anyone using the user's account, or the infringement of any intellectual property or privacy rights of any person or entity. This means that you cannot sue or recover damages whatsoever from Leapfrog Internet as a result of Leapfrog Internet's decision to remove material from its servers, warn you, suspend or terminate your account or take any other action during the investigation of a suspected violation or as a result of Leapfrog Internet's conclusion that a violation has occurred.