



Air Advantage, LLC
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ACCEPTABLE INTERNET USE POLICY

The Air Advantage Acceptable Use Policy ("AUP") governs the use of internet-related services provided by Air Advantage. All contractual terms also apply. "Service(s)" refers to any internet-related service received from Air Advantage or its affiliates including but not limited to dial-up, high speed internet access, dedicated internet access, managed service, web hosting, data center hosting, enterprise hosting, voice services, video services or unified messaging. Upon signing the Terms and Conditions of Service Agreement, Customer agrees to abide by and be bound by the terms and conditions of this AUP. This AUP may be viewed at www.airadvantage.net and may be revised and reposted at any time.

VIOLATION OF ACCEPTABLE USE POLICY

Violation of this AUP may result in Air Advantage taking actions ranging from a warning to a suspension of privileges or termination of Services. Air Advantage may, but is under no obligation to, provide Customer with advance notice of an AUP violation via e-mail or other communication, and request that such violation be immediately corrected prior to taking action. Air Advantage reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order or other legal requirement that certain conduct be stopped, or when Air Advantage determines, at its sole discretion, that the conduct may:

- Expose Air Advantage to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of Air Advantage networks or facilities;
- Interfere with another person's use of Air Advantage services or the internet;
- Damage or disparage the reputation of Air Advantage or its services; or
- Otherwise present a risk of harm to Air Advantage, its customers, employees, officers, directors, agents, or other representatives.

Air Advantage may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law or subpoena, or when the public safety is at stake. Air Advantage assumes no obligation to inform Customer that information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Air Advantage shall not be liable for any damages of any nature suffered by Customer or other user or third party resulting in whole or in part from Air Advantage exercising any of its rights under this AUP.

PROHIBITED USES AND ACTIVITIES

General Use Policy

Customer is responsible for complying with the AUP. Customer is also responsible for the actions of others who may be using the Services under Customer's account. Customer must respond in a timely manner to complaints concerning the Services. If Air Advantage is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Air Advantage will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of email; Spamming

Mass emailing and "mail-bombing" (sending mass email or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations, and usage will be judged by type and use of account. Forging email headers (transmission information) is prohibited. Using another computer without authorization to send email messages or to retransmit email messages for the purpose of misleading recipients as to the origin is prohibited. Use of email to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating email, is a

violation of this AUP and Air Advantage reserves the right to seek damages and other available relief against Customer and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Air Advantage in its sole discretion.

No Resale/Sharing of Services

Customer is prohibited from reselling the Service or otherwise making the Service available to third parties not directly located on property, in whole or in part, directly or indirectly, unless expressly permitted by Service agreement. Customer will not make the Services available to anyone other than family and household guests. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of email, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (ex: employee email, basic business website for marketing).

CUSTOMER CONDUCT

Facilitating a Violation of this AUP

Customer is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and/or using pirated software.

Illegal Activity; Tortious Conduct

Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or to secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software, movies, music, etc.
- Unauthorized copying, distribution or display of copyrighted material, along with the illegal use of copyrighted torrents, Usenet, and other P2P sharing software;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through email or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Air Advantage determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Air Advantage.

Third Party Rules

Customer may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Air Advantage reserves the right not to accept a posting from newsgroups where there is actual knowledge that content of the newsgroup violates the AUP.

NETWORK MANAGEMENT

As permitted by law, Air Advantage may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Air Advantage.

Network Security

It is Customer's responsibility to ensure the security of Customer's network and the equipment that connects to the Services (System). Customer is required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure System against abuse or fraudulent activity is a violation of this AUP. Customer is responsible for configuring and securing System and the Services to prevent unauthorized access to Customer's systems and/or the Air Advantage network. Customer is also responsible for any fraudulent activity that may occur due to failure to secure System and the Services. Customer will be responsible if unknown third parties use the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Customer may not, through action or inaction (e.g. failure to secure System), allow others to use System for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

Responsibility for Content

Customer is responsible for any content offered or received through the Service.

Password Security

If applicable, a password provides access to individual accounts. It is Customer's responsibility to keep passwords secure. Customer is responsible for any and all access to, or use of, the Services through the account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

Air Advantage performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Air Advantage will not, as an ordinary practice, proactively monitor activities for violations of this AUP, there may be instances in which Air Advantage, through its routine surveillance, finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact Air Advantage via email: noc@airadvantage.net

Contact for Copyright Infringement

Air Advantage complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, Air Advantage has a policy that reserves its right to terminate services to subscribers who repeatedly infringe copyrights. If Air Advantage receives a determination that any subscriber or account holder has infringed another's copyright through the use of its system or network, Air Advantage reserves the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Air Advantage accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act. Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Air Advantage

Attn: **Net Abuse**

465 N Franklin, Suite C

Frankenmuth, MI 48734

Or via email to noc@airadvantage.net