

ACCEPTABLE USE POLICY FOR BROADBAND SERVICES

This document contains the acceptable use policy for broadband services for use of National Voice & Data, LLC D.B.A ReallyFast.Net services.

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1. INTRODUCTION

We intend our Acceptable Use Policy ("AUP") to help enhance the use of the Internet by setting standards for the acceptable use of our services and preventing unacceptable use. All users of ReallyFast.Net Broadband Services (the "Services"), including Voice over Internet Protocol (collectively, "you" or the "Subscriber"), must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. We also (subject to Section 4 below) do not exercise editorial control over the content of any Web site (with the exception of our own ReallyFast.Net Website(s)), electronic mail transmission, news groups, or other material created or accessible over or through the Services. However, in accordance with this AUP, our ReallyFast.Net Broadband Services Subscriber Agreement and Terms of Service, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP.

Please read this AUP carefully:

Your violation of this AUP may result in the restriction, suspension or termination of either your access to the Services and/or your ReallyFast.Net account(s) or other actions as detailed in Section 4 below. You should read this AUP in conjunction with the ReallyFast.Net Broadband Services Subscriber Agreement and Terms of Service and other policies posted on our website.

This AUP is part of a binding contract (the "Agreement") between you and ReallyFast.Net. In consideration of the other terms and conditions of the Agreement between you and REALLYFAST.NET, you agree as follows:

By subscribing to and/or using ReallyFast.Net Internet Services and equipment, including Voice over Internet Protocol (VoIP), you agree to be bound by each of the terms and conditions of the ReallyFast.Net AUP as set forth below and amended from time to time by ReallyFast.Net. You also acknowledge and agree that: (a) ReallyFast.Net may contact you via your Email address; (b) in no event shall ReallyFast.Net have any liability whatsoever for damages, suffered by you or by any third party, to the extent such damages are directly or indirectly caused by ReallyFast.Net's enforcement of this AUP, including the termination, restriction, suspension or interruption of your account without advance notice.

2. VIOLATIONS OF REALLYFAST.NET'S ACCEPTABLE USE POLICY

For purposes of this AUP, "use" of or "using" the Services includes, without limitation, emailing, uploading and posting. "Use" of or "using" the Services also includes allowing, whether by action or inaction, one's computer to be used by any third party in a way that violates ReallyFast.Net AUP.

It is important to understand that a user's computer may transmit data - including (but not limited to) harmful data such as Spam and Software Viruses - without the user's active participation or knowledge, as when, for example, the computer is "hijacked" or "hacked" by a third party. Under this Acceptable Use Policy, each ReallyFast.Net broadband Subscriber is responsible for all uses of his/her computer. Accordingly, allowing the use of one's computer for the transmission of harmful data (including data that falls within any of the categories (a) through (m) listed below) constitutes a violation of the AUP, even if harmful transmission or use occurs without the user's knowledge or active participation.

The following uses of the Services are prohibited:

a. Unlawful Use

Using the Services to transmit any material intentionally or unintentionally that violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

b. Copyright Infringement

Using the Services to transmit or receive any material that infringes on any patent, trademark, trade secret, copyright or other proprietary or intellectual rights of any 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.

c. Threats and Harassment; Promotion of Illegal Activities

Using the Services to transmit, post or disseminate any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive, or using the Services to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, promote any act of cruelty to animals, or otherwise violate any local, state, national, or international law, order or regulation.

d. Junk E-mail

Using the Services to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, "junk mail," unsolicited bulk E-mail and unsolicited commercial E-mail (collectively "Spam"). Any unsolicited commercial mail is Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information.

e. Fraudulent Activity

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 "pyramid schemes," "Ponzi schemes," and "chain letters." You may not use techniques to hide or obscure the source of any E-mail.

f. False Impersonation

Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with any person or entity. You may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

g. Software Viruses

Using the Services to transmit any material that contains software viruses ("Software Viruses") or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

h. Unauthorized Access

Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ReallyFast.Net'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.

i. Collection of Personal Data

Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

j. Network Disruptions and Unfriendly Activity

Using the Service for any activity which adversely affects ReallyFast.Net's property or in any way interferes with or disrupts our network or the ability of other people or systems to use ReallyFast.Net Services or the Internet. This includes, but is not limited to, "Denial of Service" (DOS) attacks against another network host or individual user; uploading, posting or otherwise transferring WebBots, CGI or any other scripts or executables designed to interfere with any ReallyFast.Net web server; attempts to circumvent user authentication or the security of any host, network, network element or account (also known as "cracking" or "hacking"); unauthorized attempts to access secure or private data, accounts or servers, or to probe the security of other networks; using any kind of program/script/command or sending messages of any kind designed to interfere with any server or a user's session, by any means, locally or via the Internet. Interference with or disruption of other network users, network services or network equipment and pinging are all prohibited. It is every Subscriber's responsibility to ensure that his or her network is configured in a secure manner.

k. Dedicated Server Sites

ReallyFast.Net's Internet access Service may not be used to host a dedicated server site on the Internet without ReallyFast.Net's prior written consent.

l. Excess Utilization of Network Resources

The excessive use or abuse of ReallyFast.Net's network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Services or take any action that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in ReallyFast.Net's sole discretion. Such prohibited actions include, but are not limited to: using the Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, Usenet hosting, or continuous FTP uploading or downloading. With respect to VoIP Service in particular, prohibited actions include, but are not limited to: usage that substantially exceeds the average call volume or duration used by other ReallyFast.Net unlimited voice service plan customers; excessive local number conference calling, monitoring services, setting up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; autodialing, continuous, repetitive or extensive call forwarding or call session connectivity; fax broadcasting; fax blasting; telemarketing or other activity that is inconsistent with reasonable personal or business use and may cause network congestion or may otherwise damage the integrity of the ReallyFast.Net network. In the event that ReallyFast.Net detects excessive use by you, ReallyFast.Net may restrict your access to our network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or terminate your Service.

m. Reselling

Reproducing, duplicating, copying, selling, reselling or exploiting any portion of the Services without ReallyFast.Net's prior written consent.

3. USE OF YOUR ACCOUNT BY OTHERS

You may not, through action or inaction, allow others to use your account for illegal or inappropriate actions. You may not permit your account, through action or inaction, to be configured in such a way that gives a third party the capability to use your account in an illegal or inappropriate manner, or in violation of any provision of this AUP.

4. REPORTING VIOLATIONS OF REALLYFAST.NET'S AUP

- a. ReallyFast.Net requests that anyone who believes that there is a violation of this AUP to direct the information to our Customer Help Desk at 1.855.345.FAST or email to support@reallyfast.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;
 - Evidence of the alleged violation E-mail with full header information that provides the above;
 - Other situations will require different methods of providing the above information.
- b. In the event that you violate this AUP, ReallyFast.Net may take any one or more of the following actions:
- Issue written or verbal warnings;
 - Restrict or suspend your account without providing advance notice;
 - Terminate your account;
 - Bill you for administrative costs and/or reactivation charges associated with any AUP violation;
 - Increase the fees associated with your Service, including upgrading you to a higher class of Service;
 - Bring legal action to enjoin violations and/or to collect damages, if any, caused by any AUP violation.

5. COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT

ReallyFast.Net reserves the right to cooperate with law enforcement and other authorities in investigating any claims of illegal activity. Subscribers who violate systems or network security or who use ReallyFast.Net Services and/or equipment may incur criminal or civil liability. You must cooperate with ReallyFast.Net in any fraud investigation and use any fraud prevention measures that ReallyFast.Net prescribes, and your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

6. REVISIONS TO THIS ACCEPTABLE USE POLICY

ReallyFast.Net reserves the right to revise, amend, or modify this AUP, the ReallyFast.Net Broadband Services Subscriber Agreement and Terms of Service and our other policies at any time and in any manner. Any revision, amendment, or modification will be effective immediately upon publication of such revision, amendment, or modification by ReallyFast.Net. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to this AUP. Therefore, it is important that you review this AUP from time to time. If you have questions about the AUP or about your rights and responsibilities as a ReallyFast.Net subscriber, please contact our Customer Help Desk at 1.855.345.FAST or email to support@reallyfast.net.

IT IS YOUR RESPONSIBILITY TO CHECK THIS WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT PRIOR NOTICE.