



## Acceptable Use Policy

PLEASE READ CAREFULLY EMPIRE ACCESS provides its Customers with access to the Internet. By subscribing to our Service as a Customer, or by signing a Service Application, or by signing a Service Contract constitutes acceptance of the Acceptable Use Policy and Terms and Conditions of Service.

1. EMPIRE ACCESS agrees to provide its Internet Access Service (the "Service") to the applicant named above ("Customer") for Customer's private use. Customer does not have the right to resell Empire Internet Access Service. The Internet Access Service cannot be shared between multiple dwellings or residences.

2. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER EMPIRE ACCESS NOR ANY OF ITS PARENT COMPANIES, LICENSERS, EMPLOYEES OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER EMPIRE ACCESS NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY.

3. Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. EMPIRE ACCESS will not intentionally disclose the contents of private files to third parties without Customer's written permission or a court order or subpoena. However, EMPIRE ACCESS reserves the right to inspect electronic mail if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to EMPIRE ACCESS personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password carefully, move private and important files to its own system if possible, and will not send by electronic mail or keep online anything that it does not want read.

4. EMPIRE ACCESS will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the EMPIRE ACCESS system or at another

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site, will be grounds for immediate termination of Customer's Service and may make Customer subject to civil or criminal penalties.

5. EMPIRE ACCESS reserves the right to immediately terminate service of any customer who jeopardizes the efficiency of the system by sending unsolicited mass e-mail, commercial or otherwise (SPAM) or posting commercial messages to inappropriate newsgroups.

6. Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities will be visible to other users through well-known system commands. Accordingly, such information will be treated as public information. This includes Customer's name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.

7. EMPIRE ACCESS by providing the Service does not, in any way, control or edit the content of any material placed on the Internet by its subscribers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to read or view any material it accesses on the Internet. EMPIRE ACCESS expressly disclaims any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.

8. The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Trafficking of access codes, credit card numbers, social security numbers or similar information is unlawful. Any use by Customer of the Service for unlawful purposes will constitute grounds for EMPIRE ACCESS to discontinue Customer's Service.

9. All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. EMPIRE ACCESS reserves the right to terminate the Service if the Customer violates such restrictions.

10. The sharing of passwords or accounts is strictly prohibited and violators are subject to the cancellation of such Customer's Service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by EMPIRE ACCESS.

11. Customer's usage billing period begins on the 1st of each month and ends on the last day of the month. EMPIRE ACCESS will furnish a bill to Customer on a monthly basis. Payments are



due within 30 days of the date of the invoice. All EMPIRE ACCESS Service accounts, whether for individual or business customers, are single user/station accounts. Sharing the account with persons other than family members residing in an individual Customer's household, whether for compensation or otherwise, is strictly prohibited. EMPIRE ACCESS reserves the right to assess an appropriate new rate or terminate the Service (this does not apply to unlimited access accounts).

12. Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless EMPIRE ACCESS, its parent corporations (Empire Tel.Corp.) and their respective officers, employees, agents, and shareholders from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.

13. EMPIRE ACCESS has the right to charge applicable fees for any returned checks.

14. Customers without a Service Contract may cancel their Service, in writing, at any time. Customers who signed a Service Contract must abide by the terms of the Service Contract. EMPIRE ACCESS may terminate the Service at any time upon any violation by Customer of any of the terms and conditions contained herein. Otherwise, EMPIRE ACCESS may terminate the Service upon 30 days prior written notice to Customer.

15. EMPIRE ACCESS reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying Customer 10 days in advance of the effective date of such proposed changes. If Customer does not request its Service to be terminated, it will be conclusively presumed that Customer consents to the new terms conditions, and rates as so notified.

16. The Internet may contain viruses, which, if not eliminated, may destroy parts or all of the data contained in your computer. EMPIRE ACCESS has no control over the existence or elimination of any such viruses. Specifically, EMPIRE ACCESS does not provide any filtering or checking of data to eliminate viruses. Customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to introduce, knowingly or unknowingly, any virus onto the Internet system or EMPIRE ACCESS' hosts. Further Customer will hold EMPIRE ACCESS harmless from, and indemnify EMPIRE ACCESS for, any damages resulting from any viruses introduced by Customer onto the Internet or into EMPIRE ACCESS systems.

17. EMPIRE ACCESS maintains a help desk to address its customers' connectivity issues. In the event that we are busy with other customers when you call, a voice mail system is in place so that you may leave a message. Repeated redialing in order to 'speak to a live body' will only move you to the bottom of the queue. Please do not leave messages of a general technical support nature on an employee's private extension. That person is the only one who can access



their voice mail messages and if he or she is out for the day or on vacation, you could have a long wait for a response. We realize that many people are not at their best when things are not going well. A calm explanation of the problem at hand is usually the quickest path to a solution. We are here to help you. Abusive messages left in our voice mail or abusive conduct when speaking to an EMPIRE ACCESS help desk technician MAY result in a termination of service.

18. EMPIRE ACCESS does not warrant or promise that any of our access numbers are local to you. In particular, we urge you to note that even an access number that shares your area code or appears to be located in your general geographic region may not necessarily be a local number to you. Substantial toll telephone charges may apply to numbers that you do not verify as local to your individual area or calling plan. Your local telephone company can tell you whether any of your access numbers are in fact local to you. We urge you to check with your local telephone company before selecting an access number.

19. This agreement is made under and shall be governed by and construed in accordance with the laws of, the State of New York applicable to agreements made and performed in New York. Any cause of action of Customer or its designated users with respect to the Service must be instituted within one year after the claim or cause of action has arisen or it will be barred.

20. EMPIRE ACCESS reserves the right to bill a reconnect fee for services after termination for non payment.

21. EMPIRE ACCESS holds the right to manage any network abuse appropriately.

22. The Services provided are subject to Empire Access's Terms and Conditions of Service which may be accessed at: [www.empireaccess.com](http://www.empireaccess.com).

